



RIALTO

Unified School District

BOARD OF EDUCATION
AGENDA, DECEMBER 16, 2020



***“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

Mrs. Nancy G. O'Kelley, President

Ms. Dina Walker, Vice President

Mr. Joseph Martinez, Clerk

Mr. Joseph Ayala, Member

Mr. Edgar Montes, Member

Destiny Lopez, Student Member

RUSD Superintendent

Dr. Cuauhtémoc Avila



Front Cover Picture

The Rialto Unified School District is proud to recognize Eisenhower High School Class of 1999 alumnus, Mr. Adewale (Wally) Adeyemo, who was recently nominated by President-elect Joe Biden to be the Deputy Secretary of the Treasury. Mr. Adeyemo served in the Obama administration and is currently the President of the Obama Foundation.

RIALTO UNIFIED SCHOOL DISTRICT
Dr. John R. Kazalunas Education Center
182 East Walnut Avenue
Rialto, California

NANCY G. O'KELLEY
President

JOSEPH W. MARTINEZ
Clerk



DINA WALKER
Vice President

EDGAR MONTES
Member

DESTINY LOPEZ
Student Board Member

CUAUHTÉMOC AVILA, ED.D.
Superintendent

IMPORTANT PUBLIC NOTICE

The Board Meeting of December 16, 2020 will be held TELEPHONICALLY and available to the public via streamlined-audio only.

For those that wish to participate in the meeting and/or make public comments, Please follow the steps set forth below:

- To access the Board Meeting via live stream, go to “Our Board”, scroll down to “Board Meeting Videos” and click play.
- The agenda may be accessed on our website by also going to “Our Board” and scrolling down to “Agendas and Minutes”.
- Although not required, for those who wish to make a public comment at this meeting, please email your comments to Martha Degortari, Executive Administrative Agent, at mdegorta@rialtousd.org, or leave a detailed message with your comment and call back number at (909) 820-7700, ext. 2124, no later than 4:00 p.m., the day of the Board meeting.
- To listen to this Board meeting in Spanish, please visit our website at www.rialto.k12.ca for instructions.



**RIALTO UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
AGENDA**

December 16, 2020

**Dr. John R. Kazalunas Education Center
182 East Walnut Avenue
Rialto, California**

Board Members:

**Nancy G. O'Kelley, President
Dina Walker, Vice-President
Joseph Martinez, Clerk
Edgar Montes, Member
Destiny Lopez, Student Board Member**

Superintendent:

Cuauhtémoc Avila, Ed.D.

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.

Pages

A. OPENING - 6:15 p.m.

A.1. OATH OF OFFICE

A.2. CALL TO ORDER - 6:30 p.m.

A.3. OPEN SESSION

A.3.1. Comments on Closed Session Agenda Items

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

A.4. 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:

Vote by Board Members to move into Closed Session.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

Time: _____

**A.4.1. PUBLIC EMPLOYEE
EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE/REASSIG
NMENT OF EMPLOYEES (GOVERNMENT CODE SECTION
54957)**

**A.4.2. STUDENT EXPULSIONS/REINSTATEMENTS/EXPULSION
ENROLLMENTS**

A.4.3. CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent; Rhea McIver Gibbs, Ed.D., 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)

A.5. ADJOURNMENT OF CLOSED SESSION

Moved _____

Seconded _____

Vote by Board Members to adjourn out of Closed Session.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

Time: _____

A.6. OPEN SESSION RECONVENED - 7:00 p.m.

A.7. PLEDGE OF ALLEGIANCE

A.8. REPORT OUT OF CLOSED SESSION

A.9. REORGANIZATION OF BOARD OF EDUCATION

A.9.1. ELECTION OF PRESIDENT OF THE BOARD OF EDUCATION

Moved _____

Seconded _____

_____ elected President of the Board of Education.

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

A.9.2. ELECTION OF VICE PRESIDENT OF THE BOARD OF EDUCATION

Moved _____

Seconded _____

_____ elected Vice President of the Board of Education

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

A.9.3. ELECTION OF CLERK OF THE BOARD OF EDUCATION

Moved _____

Seconded _____

_____ elected Board Clerk of the Board of Education

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

A.9.4. ELECTION OF VOTING REPRESENTATIVE TO COUNTY COMMITTEE

Moved _____

Seconded _____

_____ elected Voting Representative to County Committee.

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

A.9.5. ELECTION OF ALTERNATE VOTING REPRESENTATIVE TO COUNTY COMMITTEE

Moved _____

Seconded _____

_____ elected Alternate Voting Representative to County Committee.

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

A.10. ADOPTION OF AGENDA

Moved _____

Seconded _____

Vote by Board Members to adopt the agenda.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

B. PRESENTATIONS - None

C. COMMENTS

C.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.

C.2. PUBLIC COMMENTS ON AGENDA ITEMS

Any person wishing to speak on any item **on** the Agenda will be granted three minutes.

C.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).

C.4. COMMENTS FROM THE SUPERINTENDENT

C.5. COMMENTS FROM STUDENT BOARD MEMBER

C.6. COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION

D. PUBLIC HEARING

D.1. OPEN PUBLIC HEARING

Moved _____

Seconded _____

Vote by Board Members to open Public Hearing.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

Time: _____

D.1.1. FORM FOR PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT (AB1200)

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, Chapter #203 (CSEA), and the Rialto Unified School District Board of Education, is hereby posted in compliance with the legislative requirements for public notice.

D.2. CLOSE PUBLIC HEARING

Moved _____

Seconded _____

Vote by Board Members to open Public Hearing.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

Time: _____

E. CONSENT CALENDAR ITEMS

24

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.

Moved _____

Seconded _____

Vote by Board Members to approve Consent Calendar Items.

_____ Preferential Vote by Student Board Member, Destiny Lopez

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

E.1. MINUTES

E.1.1. MINUTES - REGULAR BOARD OF EDUCATION MEETING OF NOVEMBER 18, 2020

25

Approve the minutes of the Regular Board of Education meeting held November 18, 2020.

E.2. GENERAL FUNCTIONS CONSENT ITEMS - None

E.3. INSTRUCTION CONSENT ITEMS - None

E.4. BUSINESS AND FINANCIAL CONSENT ITEMS

E.4.1. WARRANT AND PURCHASE ORDER LISTING

Approve Warrant Listing Register and Purchase Order Listing for all funds from October 29, 2020 through November 29, 2020. (Sent under separate cover to Board Members). A copy for public review will be available in the District's website.

E.4.2. DONATIONS

45

Accept the listed donations from Ché Wright; Shoparoo-Market Track, LLC; DonorsChoose.org; A O-Kay Glass & Screen; Rotolo Chevrolet; Smile America-ABDI Foundation; Menchie's Frozen Yogurt; and Amazon LGBB-Camdon Johnson, Director of Operations, and request that a letter of appreciation be sent to the donor.

E.4.3. AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY

46

Ratify the Fieldwork Placement Agreement with Point Loma Nazarene University to assist current and future educators in completing state requirements for credentialing from September 9, 2020 through August 31, 2023, at no cost to the District.

E.4.4. AGREEMENT WITH MIDWESTERN UNIVERSITY

47

Ratify the School-Based Education Agreement with Midwestern University to assist current and future educators in completing state requirements for credentialing from September 1, 2020 through August 31, 2023, at no cost to the District.

E.4.5. AGREEMENT WITH WALDEN UNIVERSITY

48

Ratify Field Site Affiliation Agreement with Walden University to assist current and future educators in completing state requirements for credentialing from November 20, 2020 through November 19, 2023, at no cost to the District.

- E.4.6. AGREEMENT WITH ART SPECIALTIES, INC. - BOYD ELEMENTARY SCHOOL** 49
- Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Boyd Elementary School, Boyd Bulldogs, and PBIS expectations throughout the campus at Boyd Elementary School, effective December 17, 2020 through April 1, 2021, a cost not-to-exceed \$11,645.85, and to be paid from the General Fund – Site Budget.
- E.4.7. AGREEMENT WITH ART SPECIALTIES, INC. - MORRIS ELEMENTARY SCHOOL** 50
- Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Morris Elementary School, Mt. Lions, and PBIS expectations in front of our campus at Morris Elementary School, effective December 17, 2020 through April 1, 2021, at a cost not-to-exceed \$11,700.00, and to be paid from the General Fund–Site Budget/STEP-Up/Title I.
- E.4.8. AGREEMENT WITH ART SPECIALTIES, INC. - HUGHBANKS ELEMENTARY SCHOOL** 51
- Approve an agreement with Art Specialties, Inc. to provide and install printed signage with Highbanks Elementary School Home of the Huskies and “Paw”-sitively the Best! throughout the campus at Highbanks Elementary School, effective December 17, 2020 through June 4, 2021, at a cost not-to-exceed \$18,757.39 – General Fund – Site Budget/STEP-Up.
- E.4.9. AGREEMENT WITH ART SPECIALTIES, INC. - BEMIS ELEMENTARY SCHOOL** 52
- Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Bemis Bobcats, PBIS expectations, and Leader in Me 7 Habits throughout the campus at Bemis Elementary School, effective December 17, 2020 through April 1, 2021, at a cost not-to-exceed \$26,436.02, and to be paid from the General Fund – Site Budget.

E.4.10.	DATA PRIVACY AGREEMENTS FOR THIRD PARTY APPLICATIONS	53
	<p>Approve the Data Privacy Agreements for the following Program/Applications: Pixlr, Quill, STEMulate Learning, ATGenius, Mathnasium, and Reflex Math, for the term as specified in each agreement, at no cost to the District.</p>	
E.4.11.	AGREEMENT WITH DR. NOMA LEMOINE & ASSOCIATES	54
	<p>Approve an agreement with Dr. Noma LeMoine & Associates to provide one (1) day of professional development in the area of culturally and linguistically responsive instruction, effective December 17, 2020 through April 1, 2021, at a cost not-to-exceed \$5,500.00, and to be paid from the General Fund-Title III.</p>	
E.4.12.	AGREEMENT WITH ED21 LLC	55
	<p>Approve an agreement with ED21 LLC to provide professional development at Kelley Elementary School, engaging all teachers in collaborative development of a school site instructional focus, intensive intervention systems development and cognitive coaching skill development, effective December 17, 2020 through June 30, 2021, at a cost not-to-exceed \$11,750.00, and to be paid from the General Fund–Site Title I.</p>	
E.4.13.	MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LEELA PROJECT	56
	<p>Approve a Memorandum of Understanding (MOU) with The Leela Project to provide a leadership and mentoring program that will be designed to build interpersonal conduct, social skills and leadership for a maximum of twenty-five (25) male students at Hughbanks Elementary School, effective December 17, 2020 through June 4, 2021, at a cost not-to-exceed \$5,280.00 and to be paid from the General Fund - Special Education Budget.</p>	
E.4.14.	AGREEMENT WITH GLOBALLY EXCLUSIVE	57
	<p>Approve an agreement with Globally Exclusive to provide academic services, effective December 17, 2020 through June 30, 2021, at a cost not-to-exceed \$5,280.00, and to be paid from the General Fund - Special Education Budget.</p>	

- E.4.15. AGREEMENT WITH LIMINEX, INC.** 58
- Approve the agreement with Liminex, Inc. to provide GoGuardian Teacher monitoring software to all middle school teachers at Frisbie, Jehue, Kolb, Kucera, and Rialto Middle Schools, effective December 17, 2020 through December 16, 2021, at a cost not-to-exceed \$22,852.00, and to be paid from the General Fund - Title IV.
- E.4.16. MULTILINGUAL CALIFORNIA PROJECT GRANT** 59
- Approve a partnership with the San Bernardino County Superintendent of Schools for the three-year Multilingual California Project (MCAP) grant to allow teachers and school leaders to develop a statewide dynamic professional learning model to implement the four principles of the English Learner (EL) Roadmap Policy, effective for the 2020-2021, 2021-2022, and 2022-2023 school years, at no cost to the District.
- E.4.17. MEMORANDUM OF UNDERSTANDING (MOU) WITH SOUTHWEST REGIONAL COUNCIL OF CARPENTERS (SWRCC)** 60
- Approve a Memorandum of Understanding (MOU) with Southwest Regional Council of Carpenters (SRWCC) through the introduction of the pre-apprenticeship program so that students will be able to graduate from high school earning a maximum of three certifications completed for Residential Commercial Construction Pathway. This Memorandum of Understanding will be valid from January 2021 through January 2024, at no cost to the District.
- E.4.18. AGREEMENT WITH PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION (PEBSAF.ORG)** 61
- Approve an agreement with Parent Education Bridge for Student Achievement Foundation (PEBSAF.org) to provide parent education classes at Dollahan Elementary School, effective January 4, 2021 through March 30, 2021, at a cost not-to-exceed \$5,984.00, and to be paid from the General Fund – Site Title I.

E.4.19. AMENDMENT TO AGREEMENT WITH PANORAMA EDUCATION 62

Amend the agreement with Panorama Education to reflect the addition of the Student Success Platform for Bemis, Henry, Kordyak, and Werner Elementary Schools for a total cost of \$8,550.00 and reduce Rialto High School's amount from \$12,410.00 to \$4,065.00. All other terms of the agreement shall remain the same, at a total revised cost not-to-exceed \$12,615.00, and to be paid from the General Fund–Site Title I.

E.4.20. MEMORANDUM OF UNDERSTANDING (MOU) WITH WOMEN ON THE MOVE NETWORK – HUGHBANKS ELEMENTARY SCHOOL 63

Approve a Memorandum of Understanding (MOU) with Women on the Move Network to provide an after school activities based mentoring program that will be designed to build self-confidence, help students learn to make good decisions, have healthy friendships, engage in service projects and have fun in a safe and welcoming environment for a maximum of twenty-five (25) female students at Hughbanks Elementary School, effective December 17, 2020 through June 4, 2021, at no cost to the District.

E.5. FACILITIES PLANNING CONSENT ITEMS

E.5.1. AMENDMENT NO. 01 TO BID NO. 19-20-014 - BOGH ENGINEERING INC. 64

Approve Amendment No. 01 to Bid No. 19-20-014 for Bogh Engineering, Inc. for additional scope associated with DSA revisions and unforeseen field conditions to complete the addition of three (3) modular classroom buildings and associated ADA site work at Casey Elementary School, at a cost not-to-exceed \$35,991.00, and to be paid from Fund 25, Capital Facilities Fund.

E.6. PERSONNEL SERVICES CONSENT ITEMS

E.6.1. PERSONNEL REPORT NO. 1247 FOR CLASSIFIED AND CERTIFICATED EMPLOYEES 65

Approve Personnel Report No. 1247 for classified and certificated employees.

F. DISCUSSION/ACTION ITEMS

73

F.1. RESOLUTION NO. 20-21-25 - TAX AND REVENUE ANTICIPATION NOTES (TRAN)

74

Moved _____

Seconded _____

Approve Resolution 20-21-15 for which the District will pledge a portion of the revenues expected to be received by the District during, or attributed to the District for fiscal year 2020-21 to the repayment of the TRANs in an amount equal to the principal and interest due on the TRANs. However, the TRANs will be a general obligation of the District payable from its General Fund, and to the extent pledged revenues are not available, the TRANs will be paid from other legally available moneys of the District attributable to fiscal year 2020-21.

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

F.2. ENGLISH LEARNER PROGRAMS NAME CHANGE

128

Moved _____

Seconded _____

Approve changing the name of English Learner Programs to Multilingual Programs to better reflect the assets-based approach towards multilingualism within the California English Learner Roadmap Policy and the California Education for a Global Economy (Ed.GE) initiative as implemented in the Rialto Unified School District, at no cost to the District.

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

F.3. HEALTH AND WELLNESS NATURAL PRESERVE – MORRIS ELEMENTARY SCHOOL

129

Moved _____

Seconded _____

Approval to move forward with the construction of the health and wellness natural preserve to improve as an Environmental Literacy School at Morris Elementary School, at a cost not-to-exceed \$200,000.00, and to be paid from the General Fund - District Strategic Funding.

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

F.4. AGREEMENT WITH VMWARE FOR SOFTWARE PURCHASE OF CARBON BLACK AND MONITORING SERVICES

130

Moved _____

Seconded _____

Approve an agreement with VMWare an annual software purchase of Carbon Black and monitoring services to support endpoint security for 15,000 devices and servers. Annual Software license and monitoring services effective December 17, 2020 through December 16, 2021, at a cost not-to-exceed \$779,115.06, and to be paid from CARES Learning Loss Funds and \$779,115.06 San Bernardino County Coronavirus Relief Fund (CRF) Infrastructure grant, for a total cost of \$1,558,230.12.

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

F.5. TENTATIVE SETTLEMENT AGREEMENT WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

132

Moved _____

Seconded _____

Ratify the 2020-2021 Tentative Settlement Agreement between the Rialto Unified School District and the California School Employees Association (CSEA).

Vote by Board Members.

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

G. ADJOURNMENT

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on January 13, 2021, at 7:00 p.m. **telephonically and via streamlined only.**

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

Moved _____

Seconded _____

Vote by Board Members to adjourn.

_____ Preferential vote by Student Board Member, Destiny Lopez

_____ Stephanie Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

_____ Dina Walker

Time: _____

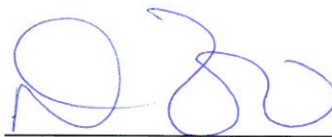
D PUBLIC HEARING

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 AB2756 (STATUTES OF 2004, CHAPTER 25), GOVERNMENT CODE 3547.5] BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #203 (CSEA), AND THE RIALTO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION IS HEREBY POSTED IN COMPLIANCE WITH THE LEGISLATIVE REQUIREMENTS FOR PUBLIC NOTICE.



Diane Romo,
Lead Fiscal Services Agent

December 16, 2020

**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 (CSEA) BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on **12/16/20**

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning **07/01/20**
and ending **06/30/21**
for the following fiscal years **2020-2021** **2020-2021**

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	\$68,635,014.68
2. Current Year Costs After Agreement	\$68,635,014.68
3. Total Cost Change	
4. Percentage Change	
5. Value of a 1% Change	\$556,976.53

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)	
2. Step & Column (Average % Change Over Prior Year Salary Schedule)	0.7%
3. TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	1%
4. Change in # of Work Days (+/-) Related to % Change	
5. Total # of Work Days to be provided in Fiscal Year	
6. Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	

**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

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

1.	Cost of Benefits Before Agreement	\$26,602,222.68
2.	Cost of Benefits After Agreement	\$26,602,222.68
3.	Percentage Change in Total Costs	

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:	\$366,487,887.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$10,994,636.61

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)	\$10,994,637.00
5.	Unassigned/Unappropriated (Object 9790)	\$59,151,002.00
6.	Total Reserves: (Object 9789 + 9790)	\$70,145,639.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
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TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$70,145,639.00
9.	Percentage of General Fund Expenditures/Uses	19.14%
	Difference between District Reserves and Minimum State Requirement	\$59,151,002.39

**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

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

None

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 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):

None

H. NARRATIVE OF AGREEMENT

No changes were made to compensation.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

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

N/A

**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



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	12-9-20 _____ Date
 _____ Chief Business Official - signature	12-9-2020 _____ Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 12/16/2020 *took action to approve the proposed Agreement with the* CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) *Bargaining Unit.*

_____ President, Governing Board (signature)	_____ Date
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E CONSENT CALENDAR ITEMS

MINUTES

RIALTO UNIFIED SCHOOL DISTRICT

November 18, 2020

Dr. John R. Kazalunas Education Center

Meeting was held TELEPHONICALLY and available to the public

Via streamlined audio only

Board Members

Present: Nancy O'Kelley, President
Dina Walker, Vice-President
Joseph Martinez, Clerk
Joseph Ayala, Member
Edgar Montes, Member
Destiny Lopez, Student Board Member

Administrators

Present: Cuauhtémoc Avila, Ed.D., Superintendent
Darren McDuffie, Ed.D., Lead Strategic Agent: Strategics,
Congruence and Social Justice
Also present was Martha Degortari, Executive
Administrative Agent and Jose Reyes, Interpreter/Translator

A. OPENING

A.1 CALL TO ORDER - 6:30 p.m.

The regular Board meeting of the Board of Education, which was held telephonically and available to the public via streamlined audio only, was called to order at 6:39 p.m.

A.2 OPEN SESSION

A.2.1 Comments on Closed Session Agenda Items

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

None.

A.3 CLOSED SESSION

Moved By Member Montes

Seconded By Member Ayala

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

Time: 6:42 p.m.

Approved by a Unanimous Vote

**A.3.1 PUBLIC EMPLOYEE
EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE/REASSIGN
MENT OF EMPLOYEES (GOVERNMENT CODE SECTION
54957)**

**A.3.2 STUDENT EXPULSIONS/REINSTATEMENTS/EXPULSION
ENROLLMENTS**

A.3.3 CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent; Rhea McIver Gibbs, Ed.D., 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)

A.4 ADJOURNMENT OF CLOSED SESSION

Moved By Member Montes

Seconded By Clerk Martinez

Time: 7:07 p.m.

Approved by a Unanimous Vote

A.5 OPEN SESSION RECONVENED - 7:00 p.m.

Open session reconvened at 7:07 p.m.

A.6 PLEDGE OF ALLEGIANCE

Board President, Mrs. Nancy G. O'Kelley, led the pledge of allegiance.

A.7 REPORT OUT OF CLOSED SESSION

In closed session, the Board took the following action:

Moved By Member Montes

Seconded By Clerk Martinez

The Board of Education took action to impose a 4-day unpaid suspension on Classified Employee #2334230.

Approved by a Unanimous Vote

A.8 ADOPTION OF AGENDA

Moved By Member Montes

Seconded By Clerk Martinez

Approved by a Unanimous Vote

B. PRESENTATIONS

B.1 PRESENTATION OF REOPENING INSTRUCTIONAL AND OPERATIONAL PLAN

Darren McDuffie, Ed.D., Lead Strategic Agent; Strategics, Congruence & Social Justice; Patricia Chavez, Ed.D., Lead Academic Agent, Secondary Literacy, Learning, and Innovation; Elizabeth Curtiss, Lead Academic Agent, Interdisciplinary Studies and Humanities presented the Reopening Instructional and Operational Plan.

B.2 RECOGNITION OF MR. JOSEPH AYALA, BOARD MEMBER - YEARS OF SERVICE

Mrs. Nancy G. O'Kelley, Board President, presented Mr. Joseph Ayala, with a plaque on behalf of the Board of Education and Superintendent, Dr. Avila, acknowledging his 12 years of services as a school board member. A PowerPoint presentation followed with photos and images highlighting his years of service.

C. COMMENTS

C.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.

Ms. Paula Bailey, Community Member and parent shared she has lived in this community for 20 years now and has three children who have graduated from the District and three more on their way. She indicated that November is a month that we all should remember and think about what we are thankful for. She challenged everyone to stop and tell someone what they are thankful for in their life.

She shared that she is thankful for all of those who work for the Nutrition Services Department and spend hours upon hours not only preparing food but also coming up with ways to continue to support families. She thanked them for the dinner program that has recently been added along with the Farm-to-Family boxes which are amazing. She appreciates the happy attitude that you get no matter what site you go to.

Mrs. Bailey also sent a big shout-out to the Safety and Security team that support the nutrition staff and go out and keep the district safe.

She also asked to keep in mind all of the school bus drivers and staff that coordinate the buses that go to the different sites to provide meals to those who would not be able to receive them due to the distance from their home to their school.

She thanked those involved in the Halloween events that were held for students in the drive-through fashion. She attended the one at the district office and thanked everybody involved in making these events possible.

As a parent that has students in three of District schools, she thanked all the staff that is still present every day to support the students in their academic journey, including all the school psychologists who are doing such an amazing job.

Olivia Luna, Community Member, shared that Rialto Nutrition Services is doing a great job serving the children and the community. They are very friendly and helpful and she is thankful for them.

Marina Magana, Community Member, shared that Rialto Nutrition Services is doing exceptional work. She has three grandchildren who attend elementary school in Rialto. She indicated that Rialto Nutrition Services is amazing and she appreciates the help they have given her daughter with lunches for her grandchildren. She is grateful for the healthy food for her grandchildren which has been provided during this time of COVID-19 in a safe manner. The employees are professional, well-mannered and are health and safety cautious. She said that as a

grandmother, she depends on them and trusts them to feed and protect her grandchildren.

Andres Lara, Library Media Technician at Morris Elementary School expressed his gratitude for the District's Halloween event. It was nice to see District personnel excited and giving back to the community. He indicated that the pandemic has made holidays and celebrations difficult for many reasons, but it was nice of the District to create this unique opportunity. His son was extremely happy.

He also wanted to take this time to give a shout out to Nutrition Services, who have been doing great work to feed the community. His family is thankful to have received the Farm-to-Family boxes at the employee distribution and at the Halloween event.

C.2 PUBLIC COMMENTS ON AGENDA ITEMS

Any person wishing to speak on any item on the Agenda will be granted three minutes.

Laurie Dunbar-Smalls, Eisenhower High School Teacher, shared that she has taught in this District for over 26 years, coached in this District for the past 27 years and currently has two of her three toys attending Carter High School. Her oldest son is currently a senior and plays both football and baseball at Carter High School.

She is requesting that the Board reconsider their decision to not allow the fall athletes to begin conditioning outdoors. She realizes that the current COVID-19 conditions are a cause for concern but denying student athletes the opportunity to participate in outdoor conditioning is putting them at a disadvantage. She indicated that neighboring districts have found a way to provide this opportunity to their athletes by incorporating enhanced safety measures, measures that all current Rialto Unified School District coaches have been trained to follow. She does not understand why the District cannot provide those same opportunities to our student athletes. She believes that failure to do so could have a huge impact on whether some of the athletes will have the exposure to be seen by college programs. This exposure allows the opportunity to extend their playing days but more importantly, an opportunity to attend college and earn a college degree.

As the parent of a senior student athlete, as a teacher of many more senior students, and as a coach of senior players, she believes that if it is important to the District, the District will find a way.

C.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).

Lisa Lindberg, REA President, congratulated Mrs. Nancy O'Kelley and Mr. Joseph Martinez for their reelection to the Rialto USD School Board. She also congratulated Board Member-elect Mrs. Stephanie Lewis for her win. She indicated that REA looks forward to working with all three of them in addition to Ms. Dina Walker and Mr. Edgar Montes.

She also thanked Mr. Ayala for his years of service to Rialto Unified School District as a dedicated school board member. She explained that although they did not always see eye to eye on everything, she hopes that the past 12 years were rewarding. She thanked him for always being willing to listen and work with the Rialto Education Association. She wished everyone a Happy Thanksgiving and a safe and healthy holiday.

Chris Cordasco, CSEA Chapter President, congratulated Mrs. Nancy O'Kelley and Mr. Joseph Martinez on their reelection. He indicated that it is reassuring to know that there is depth and wisdom remaining on this board. He also congratulated and welcomed Mrs. Lewis. He thanked Mr. Ayala for his experience and for helping guide the District during tough times.

He also shared that in April of this year the District and Chapter 203 came to an agreement to compensate those classified employees who continued to work on site during the Stay-at-Home order. He indicated that per the agreement, this stipend would be paid in July. However, due to what they feel was a management error, the accounting of time was not properly handled. As a result, many employees did not receive the correct amount owed. The District acknowledged the problem in late July and began the process of correcting it. Nonetheless, it was not fixed and this caused further delay. He said that as of this evening, staff is still owed payment that was contractually due in July. They were made aware that the District is trying to get it paid by the end of the month, and they are requesting that there are no more delays.

He congratulated the District on a successful Halloween event. He is so proud to be a part of a District that is willing to think outside the box and give back to our students and community.

Angela Brantley, President of Rialto School Managers Association, shared that the RSMA Board is committed to supporting their members in their professional development as well as their individual well-being. We would like to take this opportunity to thank our district leaders who participated in our most recent events.

On October 29th, RSMA engaged in our second session on "Racism is a Public Health Crisis" by diving into the June 26th RUSD Board Resolution No. 19-20-65 and reflecting on actions that our district leaders are already taking in alignment with the resolution, as well as actions that site principals and district leaders will look to implement to continue to move towards equity for our Rialto students.

Ms. Brantley congratulated Carolyn Eide, Cinthia Poole, Rhonda Kramer and Laura Martin, who all attended the event and each won a copy of the book "How to be an Anti-Racist" by Ibram X. Kendi. This book will be used to guide the next RSMA discussion in January.

She thanked those that participated in the virtual yoga and meditation with Marlene Swartz, and wished everyone a Happy Thanksgiving.

C.4 COMMENTS FROM THE SUPERINTENDENT

C.5 COMMENTS FROM STUDENT BOARD MEMBER

C.6 COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION

D. PUBLIC HEARING

D.1 PUBLIC INFORMATION

D.1.1 WILLIAMS INSPECTION REPORT

First Quarter Williams Report - Fiscal Year 2020-21 (July - September 2020)

D.1.2 WILLIAMS SETTLEMENT

Annual Report - Fiscal Year 2019-2020

E. CONSENT CALENDAR ITEMS

Moved By Member Montes

Seconded By Clerk Martinez

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.

Approved by a Unanimous Vote

E.1 MINUTES

E.1.1 MINUTES - REGULAR BOARD OF EDUCATION MEETING OF OCTOBER 21, 2020

Moved By Member Montes

Seconded By Clerk Martinez

Approve the minutes of the Regular Board of Education meeting, held October 21, 2020.

Approved by a Unanimous Vote

E.2 GENERAL FUNCTIONS CONSENT ITEMS - None

E.3 INSTRUCTION CONSENT ITEMS

E.3.1 SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA) – 2020-21

Moved By Member Montes

Seconded By Clerk Martinez

Approve the 2020-21 Single Plans for Student Achievement (SPSA) for the following schools: Casey and Morgan Elementary Schools; Carter, Eisenhower, Rialto, Milor, and Zupanic High Schools, at no cost to the District.

Approved by a Unanimous Vote

E.4 BUSINESS AND FINANCIAL CONSENT ITEMS

E.4.1 WARRANT AND PURCHASE ORDER LISTING

Moved By Member Montes

Seconded By Clerk Martinez

Approve Warrant Listing Register and Purchase Order Listing for all funds from October 1, 2020 through October 28, 2020. (Sent under separate cover to Board Members). A copy for public review will be available in the District's website.

Approved by a Unanimous Vote

E.4.2 DONATIONS

Moved By Member Montes

Seconded By Clerk Martinez

Accept the listed donations from Lifetouch; Ralphs; Food for Less; ThinkWise Credit Union; Les Schwab; All Pet Feed; Walmart; Freestone Optometry; Lowes; Amazon; Bank of America; Superior Grocery; Cardenas Market; Columbia Steel; Waba Grill; Arrowhead Credit Union; Auto Zone; Five Below; Stater Brothers; Rialto Education Association (REA); Target; Chase Bank; Sonic; Corporate Grocery Outlet, and request that a letter of appreciation be sent to the donor.

Approved by a Unanimous Vote

E.4.3 USE OF PUBLIC BID FOR THE PURCHASE OF CLASSROOM SUPPLIES

Moved By Member Montes

Seconded By Clerk Martinez

Approve Bid No. GD19-0545-03 for the purchase of classroom supplies, at a cost to be determined at time of purchase(s), and to be paid from the General Fund.

Approved by a Unanimous Vote

E.4.4 CLINICAL EXPERIENCE AGREEMENT WITH AZUSA PACIFIC UNIVERSITY SCHOOL OF NURSING

Moved By Member Montes

Seconded By Clerk Martinez

Ratify the Clinical Experience Agreement with Azusa Pacific University School of Nursing to assist current and future nurses in completing state requirements for certification from July 1, 2020 through June 30, 2023, at no cost to the District.

Approved by a Unanimous Vote

E.4.5 AGREEMENT WITH BE F.R.E.S.H. CONSULTING LLC

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with Be F.R.E.S.H. Consulting LLC to conduct a Teacher Empowerment Workshop with site administrators and teachers that includes: six (6) hours of professional development, 20+ activities, workbooks for each teacher, eight (8) team building activities, five (5) writing prompts, SEL based assessments, and strategies included in the curriculum, effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$25,000.00, and to be paid from the General Fund - Site CSI Fund.

Approved by a Unanimous Vote

E.4.6 AGREEMENT WITH ART SPECIALTIES, INC. - HENRY ELEMENTARY VAPA SCHOOL

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Henry Elementary VAPA School, Home of the Hawks, throughout the campus at Henry Elementary VAPA School, effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$14,530.09, and to be paid from the General Fund – Site Budget.

Approved by a Unanimous Vote

E.4.7 AGREEMENT WITH ART SPECIALTIES, INC. - KOLB MIDDLE SCHOOL

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Kolb Middle School Home of the Cougars throughout the campus at Kolb Middle School, effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$15,910.85, and to be paid from the General Fund – Site Budget.

Approved by a Unanimous Vote

E.4.8 AGREEMENT WITH DR. IVANNIA HINMAN

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Kolb Middle School Home of the Cougars throughout the campus at Kolb Middle School, effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$15,910.85, and to be paid from the General Fund – Site Budget.

Approved by a Unanimous Vote

E.4.9 AGREEMENT WITH GARNER HOLT EDUCATION THROUGH IMAGINATION – MYERS ELEMENTARY SCHOOL

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Kolb Middle School Home of the Cougars throughout the campus at Kolb Middle School, effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$15,910.85, and to be paid from the General Fund – Site Budget.

Approved by a Unanimous Vote

E.4.10 AMENDMENT TO AGREEMENT WITH HAYNES FAMILY PROGRAMS

Moved By Member Montes

Seconded By Clerk Martinez

Ratify the amendment to the agreement with Haynes Family Programs to provide one-to-one academic supports, and increase the amount of the agreement by \$15,000.00, effective July 1, 2020, through June 30, 2021, at a cost not-to-exceed \$15,000.00, and to be paid from the General Fund - Special Education Budget. All other terms of the agreement shall remain the same.

Approved by a Unanimous Vote

E.4.11 AGREEMENT WITH INNOVATE ED

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with InnovateEd to conduct Principal/Admin Team Coaching sessions and School Leadership Team sessions at all five (5) middle schools and two (2) high schools (Carter and Eisenhower), effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$34,500.00, and to be paid from the General Fund – Site Title I.

Approved by a Unanimous Vote

E.4.12 AGREEMENT WITH STEMULATE LEARNING

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with STEMulate Learning to provide an 8-week math program for 110 African American male students at Bemis, Henry, Kordyak, and Werner Elementary Schools, effective November 19, 2020 through February 1, 2021, at a cost not-to-exceed \$32,760.00 (includes 10% discount from cost), and to be paid from Title I (School Improvement), CARES Act Learning Loss, Low Performing Block Grant.

Approved by a Unanimous Vote

E.4.13 AGREEMENT WITH YOUNG VISIONARIES YOUTH LEADERSHIP ACADEMY

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with Young Visionaries Youth Leadership Academy to provide a mentorship program for Rialto Unified School District students and families, effective November 19, 2020 through June 30, 2021, at no cost to the District.

Approved by a Unanimous Vote

E.4.14 AMENDMENT TO AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA

Moved By Member Montes

Seconded By Clerk Martinez

Ratify the amendment to the agreement with Professional Tutors of America to provide one-to-one academic support to students, and increase the amount of the agreement of \$15,000.00, effective July 1, 2020 through June 30, 2021, at a cost of \$15,000.00, to be paid from the General Fund – Special Education Budget. All other terms of the agreement shall remain the same.

Approved by a Unanimous Vote

E.4.15 AGREEMENT WITH YOUNG WOMEN'S EMPOWERMENT FOUNDATION – FRISBIE MIDDLE SCHOOL

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with Young Women's Empowerment Foundation to provide Empowered 2 Excel (E2E) Parent Education/Student Cultural Diversity, Wellness, Academic Career Enrichment Program to 25 girls at Frisbie Middle School, effective November 19, 2020 through June 1, 2021, at a cost not-to-exceed \$10,700.00, and to be paid from the General Fund – Site Title I.

Approved by a Unanimous Vote

E.4.16 AGREEMENT WITH INSTITUTE OF READING DEVELOPMENT

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with Institute of Reading Development to provide an 8-week Reading Intervention program for one hundred (100) Tier 2 and Tier 3 students at Werner Elementary School, effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$25,000.00, and to be paid from the CARES Act Learning Loss Funds, Title I and Low Performing Grant.

Approved by a Unanimous Vote

E.5 FACILITIES PLANNING CONSENT ITEMS

E.5.1 AMENDMENT NO. 1 TO AGREEMENT #C-20-0112, WESTBERG & WHITE, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES

Moved By Member Montes

Seconded By Clerk Martinez

Ratify Amendment No. 1 to Agreement #C-20-0112 with Westberg & White Inc., for Architectural and Engineering Services as required for the 14-16 ft. Marquee Project, at a cost not-to-exceed \$2,000.00, and to be paid by Fund 21, Measure Y, Series D.

Approved by a Unanimous Vote

E.5.2 AGREEMENT WITH PF VISION INC. TO PROVIDE DIVISION OF STATE ARCHITECT (DSA) INSPECTION SERVICES FOR THE 14-16 FOOT MARQUEES AT SEVENTEEN (17) SCHOOL SITES

Moved By Member Montes

Seconded By Clerk Martinez

Approve an agreement with PF Vision Inc. to provide Division of State Architect (DSA) inspection services for the 14-16 foot Marquee Project at seventeen (17) school sites effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$12,000.00, and to be paid from Fund 21, Measure Y, Series D.

Approved by a Unanimous Vote

E.6 PERSONNEL SERVICES CONSENT ITEMS

E.6.1 PERSONNEL REPORT NO. 1246 FOR CLASSIFIED AND CERTIFICATED EMPLOYEES

Moved By Member Montes

Seconded By Clerk Martinez

Approve Personnel Report No. 1246 for classified and certificated employees.

Approved by a Unanimous Vote

E.6.2 RESOLUTION NO. 20-21-12 PROVISIONAL INTERNSHIP PERMIT

Moved By Member Montes

Seconded By Clerk Martinez

Adopt Resolution NO. 20-21-12 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.

Approved by a Unanimous Vote

E.6.3 RESOLUTION NO. 20-21-13 SPORTS PHYSICAL EDUCATION

Moved By Member Montes

Seconded By Clerk Martinez

Adopt Resolution No. 20-21-13 authorizing the Lead Personnel Agent, Personnel Services, to assign a full-time teacher with a credential other than Physical Education to coach a competitive sport for one period per day for which students receive Physical Education credit.

Approved by a Unanimous Vote

F. DISCUSSION/ACTION ITEMS

F.1 FIRST INTERIM FINANCIAL REPORT FOR FISCAL YEAR 2020-21

Moved By Vice-President Walker

Seconded By Clerk Martinez

Approve the First Interim Financial Report for Fiscal Year 2020-21 as presented.

Vote by Board Members.

Approved by a Unanimous Vote

F.2 2020-21 FISCAL YEAR LOCAL CONTROL FUNDING FORMULA (LCFF) BUDGET OVER-VIEW FOR PARENTS

Moved By Clerk Martinez

Seconded By President O'Kelley

Approve the 2020-21 Fiscal Year Local Control Funding Formula (LCFF) Budget Over-view for Parents as presented.

Vote by Board Members.

Approved by a Unanimous Vote

F.3 RESOLUTION NO. 20-21-14 SCHOOL CLOSURE DUE TO EMERGENCY CONDITIONS

Moved By Vice-President Walker

Seconded By Clerk Martinez

Adopt Resolution No. 20-21-14 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 from August 24, 2020 through September 15, 2020.

Vote by Board Members.

Approved by a Unanimous Vote

F.4 PURCHASE REPLACEMENT STUDENT DEVICES WITH CONVERGEONE

Moved By Vice-President Walker

Seconded By Clerk Martinez

Approve the purchase of 11,000 student devices for grades Kindergarten through 12th from ConvergeOne, at a cost not-to-exceed \$12,855,416.00, and to be paid from the CARES Fund.

Vote by Board Members.

Approved by a Unanimous Vote

F.5 AGREEMENT WITH NEUHAUS EDUCATION CENTER

Moved By President O'Kelley

Seconded By Clerk Martinez

Approve an agreement with Neuhaus Education Center to provide Professional Learning in the area of dyslexia, structured literacy and reading disorders to twenty (20) staff members, effective November 19, 2020 through June 30, 2021, at a cost not-to-exceed \$68,500.00, and to be paid from the General Fund - Special Education Budget.

Vote by Board Members.

Approved by a Unanimous Vote

F.6 AGREEMENT WITH IGNITE THE MIND

Moved By Clerk Martinez

Seconded By Member Montes

Approve an agreement with Ignite the Mind to provide individual, virtual tutoring services to address pupil learning loss for identified students in grades 6-12, effective November 20, 2020 through June 30, 2021, at a cost not-to-exceed \$960,000, and to be paid from the CARES Act Fund, Title I, and Low Performing Block Grant.

Vote by Board Members.

Approved by a Unanimous Vote

F.7 AGREEMENT WITH SCALE EDUCATION & RESEARCH FOUNDATION

Moved By Vice-President Walker

Seconded By Clerk Martinez

Approve an agreement with Scale Education & Research Foundation to provide an 8-week Academic Improvement Program for 417 English learner students at Bemis, Garcia, Henry, Kordyak, and Werner Elementary Schools, effective November 19, 2020 through February 1, 2021, at a cost not-to-exceed \$87,257.25 (includes 7% discount from cost), and to be paid from the CARES Act Learning Loss, Title I, Low Performing Block Grant.

Vote by Board Members. Approved by a Unanimous Vote

F.8 AGREEMENT WITH SEESAW

Moved By President O'Kelley

Seconded By Clerk Martinez

Approve an agreement with Seesaw, a learning platform for student engagement, to provide a collaborative learning platform for 11,842 students enrolled in preschool through 5th grade at all elementary schools, from December 1, 2020 through November 30, 2021, at a cost not-to-exceed \$55,004.80, and to be paid from the CARES Act Funds and LCFF Funds.

Vote by Board Members. Approved by a Unanimous Vote

F.9 AGREEMENT WITH TUTOR.COM

Moved By Clerk Martinez

Seconded By Vice-President Walker

Approve an agreement with Tutor.com to provide individual, virtual tutoring services to address pupil learning loss for identified Special Education students in grades K-12, effective November 20, 2020 through June 30, 2021, at a cost not-to-exceed \$121,500.00, and to be paid from the CARE Act, Title I, and Low Performing Student Block Grant.

Vote by Board Members. Approved by a Unanimous Vote

F.10 AGREEMENT WITH WOODSPRINGS SUITES

Moved By Clerk Martinez

Seconded By Vice-President Walker

Approve an agreement with WoodSprings Suites in the City of Colton to provide adequate living facility to Rialto Unified School District “Unsheltered” students, effective November 19, 2020 through June 30, 2021. The agreement will be for a three (3) month stay per family or a cost not-to-exceed \$4,640.00 plus tax per family for up to ten (10) families per school year, at a total cost not-to-exceed \$50,000.00, and to be paid from the General Fund.

Vote by Board Members.

Approved by a Unanimous Vote

F.11 AGREEMENT WITH VOYAGER SOPRIS LEARNING

Moved By Clerk Martinez

Seconded By Vice-President Walker

Approve an agreement with Voyager Sopris Learning to provide curriculum to use with tutoring for students in grades 1-5, effective November 19, 2020 through June 30, 2021, at a cost of \$92,890.62, and to be paid from the General Fund - CARES Act, Title I, and Low Performing Block Grant.

Vote by Board Members.

Approved by a Unanimous Vote

F.12 FINAL LEARNING CONTINUITY AND ATTENDANCE PLAN OR LCP FOR THE 2020-21 SCHOOL YEAR

Moved By Vice-President Walker

Seconded By Clerk Martinez

Approve the Rialto Unified School District’s 2020-2021 Final Learning Continuity and Attendance Plan or LCP, which includes recommendations provided by the San Bernardino County Superintendent of Schools, at no cost to the District.

Vote by Board Members. Approved by a Unanimous Vote

F.13 REOPENING INSTRUCTIONAL AND OPERATIONAL PLAN

Moved By Clerk Martinez

Seconded By Vice-President Walker

Approve the Reopening Instructional and Operational Plan for the Rialto Unified School District, effective November 18, 2020 with implementation date to be determined.

Vote by Board Members.

Approved by a Unanimous Vote

G. ADJOURNMENT

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on December 16, 2020, at 7:00 p.m. **telephonically and via streamlined only.**

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

Moved By Member Ayala

Seconded By Destiny Lopez, Student Board Member

Vote by Board Members to adjourn.

Preferential vote by Student Board Member, Destiny Lopez

Time: 8:50 p.m.

Approved by a Unanimous Vote

Clerk, Board of Education

Secretary, Board of Education



Rialto Unified School District

Board Date: December 16, 2020

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **DONATIONS**

<u>MONETARY DONATIONS</u>	<u>LOCATION / DESCRIPTION</u>	<u>AMOUNT</u>
Ché Wright	Bemis Elementary / Students	\$ 1,200.00
Shoparoo – Market Track, LLC	DollahanElementary / Principal'sDonation Acct.	\$ 96.84
DonorsChoose.org	Werner Elementary / ASB	\$ 674.12
A O-Kay Glass & Screen	Nutrition Svc. / Holiday Distribution Giveaway	\$ 200.00
Rotolo Chevrolet	Nutrition Svc. / Holiday Distribution Giveaway	\$ 300.00

<u>NON-MONETARY DONATIONS</u>	<u>LOCATION / DESCRIPTION</u>
Smile America-ABDI Foundation	Werner Elementary / School and Craft Supplies (4 boxes)
Menchie's Frozen Yogurt	Rialto Middle School / Student Rewards (120 cards)
Amazon LGBB-Camdon Johnson, Director of Operations	Nutrition Services / Holiday Meal Distribution Giveaway (95 toys various ages valued at approx. \$2,545.91)

RECOMMENDATION: It is recommended that the Board of Education accept the listed donations and send a letter of appreciation to each of the following donors:

Ché Wright; Shoparoo-Market Track, LLC; DonorsChoose.org; A O-Kay Glass & Screen; Rotolo Chevrolet; Smile America-ABDI Foundation; Menchie's Frozen Yogurt; and Amazon LGBB-Camdon Johnson, Director of Operations.

<u>DISTRICT SUMMARY</u>	<u>TOTALS</u>
Monetary Donations – December 16, 2020	\$ 2,470.96
Donations – Fiscal Year-to-Date	\$ 13,440.14

Submitted and Reviewed by: Mohammad Z. Islam



RIALTO UNIFIED SCHOOL DISTRICT

December 16, 2020

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY**

Background: The California Commission on Teacher Credentialing requires teacher/psychology/counselor/speech-language candidates that are enrolled in a college/university program to complete student teaching/intern fieldwork before the university student can receive their preliminary credential.

Reasoning: Point Loma Nazarene University provides fieldwork, education and training for university student/intern teachers, and psychology/counseling/speech-language students. University students enrolled in these programs at Point Loma Nazarene University will gain experience with mentors from the Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

Recommendation: Ratify the Fieldwork Placement Agreement with Point Loma Nazarene University to assist current and future educators in completing state requirements for credentialing from September 9, 2020 through August 31, 2023.

Fiscal Impact: No fiscal impact

Submitted by: Rhonda Kramer and Rhea McIver-Gibbs, Ed.D.
Reviewed by: Mohammad Z. Islam



RIALTO UNIFIED SCHOOL DISTRICT

December 16, 2020

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH MIDWESTERN UNIVERSITY**

Background: The California Commission on Teacher Credentialing requires teacher/psychology/counselor/speech-language candidates enrolled in a college/university program to complete student teaching/intern /fieldwork before the university student can receive their preliminary credential.

Reasoning: Midwestern University provides fieldwork, education and training for university student/intern teachers, and psychology/counseling/speech-language students. University students enrolled in programs at Midwestern University will gain experience with mentors from the Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

Recommendation: Ratify the School-Based Education Agreement with Midwestern University to assist current and future educators in completing state requirements for credentialing from September 1, 2020 through August 31, 2023.

Fiscal Impact: No fiscal impact

Submitted by: Rhonda Kramer and Rhea McIver-Gibbs, Ed.D.

Reviewed by: Mohammad Z. Islam



RIALTO UNIFIED SCHOOL DISTRICT

December 16, 2020

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH WALDEN UNIVERSITY**

Background: The California Commission on Teacher Credentialing requires teacher/psychology/counselor/speech-language candidates enrolled in a college/university program to complete student teaching/intern /fieldwork before the university student can receive their preliminary credential.

Reasoning: Walden University provides fieldwork, education and training for university student/intern teachers, and psychology/counseling/speech-language students. University students enrolled in the programs at Walden University will gain experience with mentors from the Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

Recommendation: Ratify Field Site Affiliation Agreement with Walden University to assist current and future educators in completing state requirements for credentialing from November 20, 2020 through November 19, 2023.

Fiscal Impact: No fiscal impact

Submitted by: Rhonda Kramer and Rhea McIver-Gibbs, Ed.D.

Reviewed by: Mohammad Z. Islam



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH ART SPECIALTIES, INC. -
BOYD ELEMENTARY SCHOOL**

Background: Art Specialties, Inc. is a local business that has worked with Rialto Unified School District in providing artwork throughout many of our sites. Boyd Elementary School is dedicated to the principles set forth in their PBIS expectations, School Plan for Student Achievement, and Strategic Plan. Boyd Elementary School strives to reinforce these expectations and values on a regular basis through active demonstration, acknowledgement and prompts.

Reasoning: As per the School Plan for Student Achievement, Boyd Elementary School is dedicated to advancing student academic levels as well as impacting them through a positive and diverse learning environment that will lead to a successful future. As a result, Boyd Elementary School is requesting the painting of certain exterior and interior buildings to help foster a culture of high expectations that will motivate staff, students, and the community to excellence in learning, instruction and community involvement.

Recommendation: Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Boyd Elementary School, Boyd Bulldogs, and PBIS expectations throughout the campus at Boyd Elementary School, effective December 17, 2020 through April 1, 2021.

Fiscal Impact: Not-to-exceed \$11,645.85 – General Fund – Site Budget

Submitted by: Kaynee Correoso
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH ART SPECIALTIES, INC. - MORRIS ELEMENTARY SCHOOL**

Background: Art Specialties, Inc. is a local business that has worked with Rialto Unified School District in providing artwork throughout many of our sites. Morris Elementary School is continuing efforts to support and create a positive climate which includes Positive Support interventions, growth in our School Plan for Student Achievement, and Strategic Plan success. Morris Elementary School strives to feel pride and inspire others to reach the highest peak of learning.

Reasoning: As per the School Plan for Student Achievement, Morris Elementary School is dedicated to advancing student academic levels as well as impacting them through a positive and diverse learning environment that will lead to a successful future. As a result, Morris Elementary School is requesting the creation of printed signs to be placed on our campus which will help foster a culture of high expectations that will motivate staff, students, and the community to excellence in learning, instruction and community involvement.

Recommendation: Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Morris Elementary School, Mt. Lions, and PBIS expectations in front of our campus at Morris Elementary School, effective December 17, 2020 through April 1, 2021.

Fiscal Impact: Not-to-exceed \$11,700.00 – General Fund – Site Budget/STEP-Up/Title I

Submitted by: Karla Guzman
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuahtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH ART SPECIALTIES, INC. -
HUGHBANKS ELEMENTARY SCHOOL**

Background: Art Specialties, Inc. is a local business that has worked with Rialto Unified School District in providing artwork throughout many of our sites. Hughbanks Elementary School is dedicated to the principles set forth in their PBIS expectations and Strategic Plan. Hughbanks Elementary School strives to reinforce these expectations and values on a regular basis through active demonstration, acknowledgement and prompts.

Reasoning: As per the School Plan for Student Achievement, Hughbanks Elementary School is dedicated to advancing student academic achievement as well as impacting them through a positive and diverse community that will lead to a successful future. As a result, they are requesting the painting of certain exterior buildings to help foster a culture of high expectations that will motivate staff, students, and the community to excellence in learning, instruction and community involvement.

Recommendation: Approve an agreement with Art Specialties, Inc. to provide and install printed signage with Hughbanks Elementary School Home of the Huskies and “Paw”-sitively the Best! throughout the campus at Hughbanks Elementary School, effective December 17, 2020 through June 4, 2021.

Fiscal Impact: Not-to-exceed \$18,757.39 – General Fund – Site Budget/STEP-Up

Submitted by: Monte Stewart, Ed.D.
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH ART SPECIALTIES, INC. -
BEMIS ELEMENTARY SCHOOL**

Background: Art Specialties, Inc. is a local business that has worked with Rialto Unified School District in providing artwork throughout many of our sites. Bemis Elementary School is dedicated to the principles set forth in their PBIS expectations, School Plan for Student Achievement, and Strategic Plan. Bemis Elementary School strives to reinforce these expectations and values on a regular basis through active demonstration, acknowledgement and prompts.

Reasoning: As per the School Plan for Student Achievement, Bemis Elementary School is dedicated to advancing student academic levels as well as impacting them through a positive and diverse learning environment that will lead to a successful future. As a result, Bemis Elementary School is requesting the application of artwork on specified exterior and interior buildings to help foster a culture of high expectations that will motivate staff, students, and the community to excellence in learning, instruction and community involvement.

Recommendation: Approve an agreement with Art Specialties, Inc. to provide and install digitally printed signage with Bemis Bobcats, PBIS expectations, and Leader in Me 7 Habits throughout the campus at Bemis Elementary School, effective December 17, 2020 through April 1, 2021.

Fiscal Impact: Not-to-exceed \$26,436.02 – General Fund – Site Budget

Submitted by: Danielle Osonduagwuike
Reviewed by: Darren McDuffie, Ed.D.



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

ITEM: DATA PRIVACY AGREEMENTS FOR THIRD PARTY APPLICATIONS

Background: Technology Service agreements entered into, amended or renewed by a California LEA on or after January 1, 2015 must follow specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for digital storage, management and retrieval of pupil records as well as educational software that authorizes third party providers to access, store and use pupil records. Applications include paid or free applications. Along with Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Rule (COPPA), Children's Internet Protection Act (CIPA), Student Online Personal Information Protection Act (SOPIPA) and Ed Code that districts must adhere to in order to protect student data.

Reasoning: The following programs will be used within the district. Rialto Unified School District can piggyback on the agreements already in place by other districts.

<i>Program/Application</i>	<i>Purpose</i>	<i>Term of Agreement</i>
Pixlr	Online Photo Editor Software	08/24/20 - 08/23/23
Quill	Online Writing and Grammar Activities	04/23/20 - 04/22/23
STEMulate Learning	Tutoring Program	11/13/20 - 11/12/23
ATGenius	Athletic Trainer Injury Record Management	11/11/20 - 11/10/23
Mathnasium	Tutoring Program	11/04/20 - 11/03/23
Reflex Math	Adaptive and Individualized Math Program	11/03/20 - 11/02/23

Recommendation: Approve the Data Privacy Agreements for the following Program/Applications: Pixlr, Quill, STEMulate Learning, ATGenius, Mathnasium, and Reflex Math, for the term as specified in each agreement.

Fiscal Impact: No fiscal impact

Submitted by: Paulina Villalobos and Beth Ann Scantlebury
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH DR. NOMA LEMOINE & ASSOCIATES**

Background: Dr. Noma LeMoine will partner with the Rialto Unified School District to provide a comprehensive professional learning experience to fully implement the curricular and instructional shifts needed for Standard English Learners as related to the Common Core State Standards. The anticipated number for this professional development is approximately 100 participants, comprised of teachers, site strategists, site administrators and district administrators. This professional learning workshop will be a part of the Student Shadowing series focused on increasing language production in first instruction. Training will include specific strategies for adapting instruction to engage English Learners and Standard English Learners with opportunities for grade level teams to collaborate on how to best serve students to help them access the core curriculum.

Reasoning: This professional development session is a part of the Student Shadowing series which ties directly to Strategy VI, Plan 1 and 2 of Rialto Unified School District's Strategic Plan: We will ensure we have exemplary staff who meet the unique needs and aspirations of our diverse students through knowledgeable, skilled, engaged and diverse administrators, teachers and staff. Participants will gain specialized knowledge of academic language acquisition and will develop the beginning of a systemic reform plan for content literacy that addresses the needs of their English Learners and Standard English Learners.

Professional Development for culturally and linguistically responsive instruction will consist of the following:

- Shifting Paradigms and Building New Schemas for Educating Culturally and Linguistically Diverse SEL Students

Recommendation: Approve an agreement with Dr. Noma LeMoine & Associates to provide one (1) day of professional development in the area of culturally and linguistically responsive instruction, effective December 17, 2020 through April 1, 2021.

Fiscal Impact: Not-to-exceed \$5,500.00 – General Fund - Title III

Submitted by: Marina Madrid, Ed.D.
Reviewed by: Darren McDuffie, Ed.D.



Rialto Unified School District

Board Date: December 16, 2020

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **AGREEMENT WITH ED21 LLC**

Background: ED21 provided professional development and coaching services for Kelley Elementary School during the 18-19 and 19-20 school years. Every teacher on site engaged in collaborative development of a school site instructional focus, intensive intervention systems development and cognitive coaching skill development. As a result, Kelley Elementary School has almost doubled proficiency on California Assessment of Student Performance and Progress (CAASPP) scores for reading achievement and almost tripled CAASPP math achievement proficiency.

Reasoning: The services provided by ED21 support the District's Strategic Plan to ensure every student excels at the highest level, and achieves success in his/her chosen life endeavors. Services provided by ED21 include:

- 3 days (18 hours) workshops, including planning and debriefing with the principal
- 8 (2 hour) Leadership Labs, focused on building a dynamic team, cognitive coaching, targeted essential skill acceleration and Project Based Learning
- 3 (2 hour) Language Labs, to accelerate language and make content comprehensible
- 20 hours of administrative coaching sessions for the Principal

Recommendation: Approve an agreement with ED21 LLC to provide professional development at Kelley Elementary School, engaging all teachers in collaborative development of a school site instructional focus, intensive intervention systems development and cognitive coaching skill development, effective December 17, 2020 through June 30, 2021.

Fiscal Impact: Not-to-exceed \$11,750.00 – General Fund – Site Title I

Submitted by: Raymond Delgado, Ed.D.
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LEELA PROJECT**

Background: The Leela Project (TLP) is a non-profit organization, interested in assisting at-risk youth boys. They started their work within the foster care system and worked with foster boys and have now made an additional effort to work within elementary schools since 2018. The goal of TLP is to help mentor young men in academia, trade school, or student athlete programs. Elementary school boys have created a Literacy and Etiquette program that will help 5th grade boys transition into middle school.

Reasoning: 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. The Leela Project supports the strategic plans of Hughbanks Elementary School Strategy 1 which focuses on a culture of high expectations in our school and school community. The program will provide weekly sessions via Zoom or similar platform as long as distance learning is in place with activities and experiences for 5th grade boys ages 8-11, designed to help them become exceptional students and citizens with building their interpersonal conduct, social skills and leadership. There will be a team of two (2) or three (3) trained adults as group mentors that will conduct the weekly sessions via Zoom with a maximum of twenty-five (25) male students participating in the group.

Recommendation: Approve a Memorandum of Understanding (MOU) with The Leela Project to provide a leadership and mentoring program that will be designed to build interpersonal conduct, social skills and leadership for a maximum of twenty-five (25) male students at Hughbanks Elementary School, effective December 17, 2020 through June 4, 2021.

Fiscal Impact: No fiscal impact

Submitted by: Monte Stewart, Ed.D.
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education
FROM: Cuahtémoc Avila, Ed.D., Superintendent

ITEM: AGREEMENT WITH GLOBALLY EXCLUSIVE

Background: Globally Exclusive provides education services to students. They offer a customized curriculum based on the students' needs to meet specific goals and improve academic outcomes. Globally Exclusive services are provided individually online or at their Learning Center. The District has agreed to provide academic services for multiple students per their settlement agreements for the remainder of the 2020-2021 school year.

Reasoning: District will provide required services per settlement agreements to ensure compliance with State and Federal mandates.

Recommendation: Approve an agreement with Globally Exclusive to provide academic services, effective December 17, 2020 through June 30, 2021.

Fiscal Impact: Not-to-exceed \$5,280.00 - General Fund - Special Education Budget

Submitted by: Bridgette Ealy
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **AGREEMENT WITH LIMINEX, INC.**

Background: Distance Learning has created new issues for teachers. One of the main concerns is that teachers can no longer monitor what students are doing during class time. While it seems like students are engaged, they can easily be off-task on another tab or window.

The GoGuardian Teacher software allows teachers to monitor all of their students' devices at the same time. The software allows the teacher to identify and correct off-task behavior. Teachers have the ability to block websites to ensure that students are completing their assigned activities during class time.

Reasoning: The GoGuardian Teacher software will give teachers the tools necessary to keep their students on task during their synchronous class time. Teachers can restrict browsing, close tabs, and lock down their students' screens to get everyone's attention. The platform also gives teachers data and reports so that they can provide parents with information.

The use of this platform is directly tied to Rialto Unified School District's Strategic Plan, Strategy 7 - we will ensure resources and assets are allocated and developed to directly support student learning experiences.

Recommendation: Approve the agreement with Liminex, Inc. to provide GoGuardian Teacher monitoring software to all middle school teachers at Frisbie, Jehue, Kolb, Kucera, and Rialto Middle Schools, effective December 17, 2020 through December 16, 2021.

Fiscal Impact: Not-to-exceed \$22,852.00 – General Fund - Title IV

Submitted by: Paulina Villalobos
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **MULTILINGUAL CALIFORNIA PROJECT GRANT**

Background: San Bernardino County Superintendent of Schools (SBCSS) is part of a statewide grant called the Multilingual California Project (MCAP.) This grant is an Educator Workforce Investment Grant (EWIG) awarded by the California Department of Education. The Rialto Unified School District is one of six districts that have been invited to participate in this three-year grant. The purpose of this grant is to develop a statewide dynamic professional learning model to assist Local Education Agencies in implementing the four principles of the English Learner (EL) Roadmap Policy by developing systemic pathways toward multilingual school communities that affirm, welcome, and respond to a diverse range of EL students' assets and needs to develop a global workforce.

Reasoning: Participation in the MCAP grant is directly tied to Strategy 6 of the Rialto Unified School District's Strategic Plan: We will ensure that we have exemplary staff that meets the unique needs and aspirations of our diverse students. The MCAP will take place over a three-year period in which the focus of the grant will be to deeply implement the stages of the four principles of the EL Roadmap Policy:

- Assets - Oriented and Needs-Responsive Schools
- Intellectual Quality of Instruction and Meaningful Access
- System Conditions that Support Effectiveness
- Alignment and Articulation within and Across Systems

Participation in the grant will give Rialto administrators and teachers the opportunity to develop professionally through trainings offered by the California Association of Bilingual Education, San Diego State University and the following County Offices of Education: Butte, Fresno, Orange, San Diego and San Bernardino.

Recommendation: Approve a partnership with the San Bernardino County Superintendent of Schools for the three-year Multilingual California Project (MCAP) grant to allow teachers and school leaders to develop a statewide dynamic professional learning model to implement the four principles of the English Learner (EL) Roadmap Policy, effective for the 2020-2021, 2021- 2022, and 2022-2023 school years.

Fiscal Impact: No fiscal impact

Submitted by: Marina Madrid, Ed.D.
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **MEMORANDUM OF UNDERSTANDING (MOU) WITH SOUTHWEST REGIONAL COUNCIL OF CARPENTERS (SWRCC)**

Background: Rialto Unified School District Career Technical Education (CTE) Pathways offers high demand pathways for its students. In addition, by providing internships, pre-apprenticeship programs and certification programs, our CTE Pathways become high quality programs. These experiences are invaluable for our students as they market themselves for career and college

Reasoning: Carter High School currently offers in the Building and Construction Trades Sector, the Residential and Commercial Construction Pathway. This pathway consists of the following courses: Green Construction (Concentration Course, UC “G” designation approved) and the Advanced Residential Construction (Capstone Course “G” area approval pending.) By having an MOU with the Southwest Regional Council of Carpenters (SWRCC) students in this pathway will have the opportunity to be placed in the pre-apprenticeship program which includes additional training. This includes SWRCC providing a Career Connections Outreach Specialist (CCOS) who will provide direct support in classroom set up, Career Connections curriculum delivery, certificate ordering, certificate presentations and offer direct support in book orders. SWRCC will provide support so student participants will obtain all three certificates for this program. Program participants will be required to complete a minimum of 40 hours to complete Level 1 certification, 160 hours to complete Level 2 certification and 300 hours to complete Level 3 certification. Students who complete all three certifications and a minimum of 500 hours of classroom instruction and projects may qualify for direct entry into the Southwest Carpenters Training Fund.

Recommendation: Approve a Memorandum of Understanding (MOU) with Southwest Regional Council of Carpenters (SRWCC) through the introduction of the pre-apprenticeship program so that students will be able to graduate from high school earning a maximum of three certifications completed for the Residential Commercial Construction Pathway. This Memorandum of Understanding will be valid from January 2021 to January 2024.

Fiscal Impact: No fiscal impact

Submitted by: Edward D’Souza, Ph.D.
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION (PEBSAF.ORG)**

Background: PEBSAF.org provides training, structure, and materials to launch innovative, culturally relevant parent education programs in schools and communities. This program with PEBSAF.org has been designed to support the California Family Involvement Framework. Their goal to “Increase student achievement by encouraging parent involvement in their children’s education” aligns with both Dollahan Elementary School and the District’s strategic goals to bridge school and community learning opportunities.

Reasoning: The goal is for all Dollahan Elementary School students, parents, and staff to experience a safe, positive, and engaging learning and working environment. The program they have planned is a content-rich and interactive series of workshops that will provide a positive learning environment for our families. These workshops will provide our families with tools to help themselves and our students reach their full potential while managing the stress and anxiety that comes with the challenging times we are facing.

Recommendation: Approve an agreement with Parent Education Bridge for Student Achievement Foundation (PEBSAF.org) to provide parent education classes at Dollahan Elementary School, effective January 4, 2021 through March 30, 2021.

Fiscal Impact: Not-to-exceed \$5,984.00 - General Fund – Site Title I

Submitted by: Daniel Husbands
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AMENDMENT TO AGREEMENT WITH PANORAMA EDUCATION**

Background: On August 26, 2020, the Board of Education approved an agreement with Panorama Education to provide Social Emotional Learning Measures and Student Success Platform for students during the 2020-2021 school year at specific, targeted schools. Schools who chose to use this program paid for measures and/or platform using site Title I funds and based on PBIS needs. The combined total of the approved contract was not-to-exceed \$112,626.50.

Reasoning: Four elementary schools sites – Bemis, Henry, Kordyak, and Werner – have decided to add the Student Success Platform to provide a more robust monitoring of social and emotional support of their students. In addition, Rialto High School has decided to implement just the Social Emotional Learning Measures and not proceed with the Student Success Platform.

Recommendation: Amend the agreement with Panorama Education to reflect the addition of the Student Success Platform for Bemis, Henry, Kordyak, and Werner Elementary Schools for a total cost of \$8,550.00 and reduce Rialto High School's amount from \$12,410.00 to \$4,065.00. All other terms of the agreement shall remain the same.

Fiscal Impact: Not-to-exceed \$12,615.00 - General Fund – Site Title I

Submitted by: Carol Mehochko
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **MEMORANDUM OF UNDERSTANDING (MOU) WITH WOMEN ON THE MOVE NETWORK – HUGHBANKS ELEMENTARY SCHOOL**

Background: Women on the Move Network is a non-profit organization, based in Southern California, whose mission is to promote the principle of gender equality, assist girls to develop their potential as leaders and raise awareness of the essential role of women as peacemakers in society. One of the major efforts of their organization is mentoring young girls, by helping them to learn how to make good life choices, to set meaningful goals for themselves and to understand their own value. They call the program “WHO’S YOUR HERO?” and encourage the girls to realize that they can be the heroes of their own lives.

Reasoning: 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. Women on the Move Network supports the strategic plans of Hughbanks Elementary School Strategy 1 which focuses on a culture of high expectations in our school and school community. The program will provide a weekly after school sessions via Zoom or similar platform as long as distance learning is in place with activities and experiences for girls ages 9-11, designed to build their confidence, help them learn to make good decisions, have healthy friendships, engage in service projects and have fun in a safe and welcoming environment when feasible. Fifth grade girls are recommended for Women on the Move by their classroom teacher and administration based on their classroom interactions and grades. The group also provides the girls with social skills and leadership abilities. The Women on the Move Organization also mentors the young ladies and helps to prepare them for the transition to middle school. There will be a team of two (2) or three (3) trained adult women as group mentors that will conduct the weekly sessions with a maximum of twenty-five (25) female students in the group.

Recommendation: Approve a Memorandum of Understanding (MOU) with Women on the Move Network to provide an after school activities based mentoring program that will be designed to build self-confidence, help students learn to make good decisions, have healthy friendships, engage in service projects and have fun in a safe and welcoming environment for a maximum of twenty-five (25) female students at Hughbanks Elementary School, effective December 17, 2020 through June 4, 2021.

Fiscal Impact: No fiscal impact

Submitted by: Monte Stewart, Ed.D.
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AMENDMENT NO. 01 TO BID NO. 19-20-014
BOGH ENGINEERING, INC.**

Background: On May 6, 2020, the Board of Education awarded Bid No. 19-20-014 to Bogh Engineering, Inc. for the addition of three (3) modular classroom buildings and associated ADA site work at Casey Elementary School for the implementation of the Full Day Kindergarten Program.

Reasoning: The addition of three (3) modular classroom buildings and associated ADA site work at Casey Elementary School was completed in October 2020. Due to several field revisions requested by the Division State Architect (DSA) for ADA and non-compliant issues, as well as other unforeseen field conditions there was added scope that resulted in an additional cost of \$35,991.00 which results in a revised contract amount not-to-exceed the total of \$1,116,991.00.

Recommendation: Approve Amendment No. 01 to Bid No. 19-20-014 for Bogh Engineering, Inc. for additional scope associated with DSA revisions and unforeseen field conditions to complete the addition of three (3) modular classroom buildings and associated ADA site work at Casey Elementary School.

Fiscal Impact: Not-to-exceed \$35,991.00 - Fund 25, Capital Facilities Fund

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



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **CLASSIFIED EXEMPT – PERSONNEL REPORT #1247**

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

NON-CERTIFICATED COACHES

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

Sweet, Dylan	Frosh Assistant, Football	2020/2021	\$1,861.50
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Eisenhower High School

Hennison, Paul	JV Assistant, Football (Split)	2020/2021	\$1,861.50
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Rialto High School

Silberman, Randy	JV Assistant, Football	2020/2021	\$3,723.00
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Submitted and Reviewed by: Rhea McIver Gibbs and Rhonda Kramer



TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **CLASSIFIED EMPLOYEES – PERSONNEL REPORT #1247**

PROMOTIONS

Reyes, Elvis (Repl. K. Colbert)	To: Custodian II Hughbanks Elementary School	10/26/2020	To: 34-5 \$25.00 per hour (8 hours, 12 months)
	From: Custodian I** Jehue Middle School		From: 33-5 \$24.38 per hour (8 hours, 12 months)
Trujillo, Crissy (Repl. Y. Cuevas)	To: Secretary III Health Services	12/07/2020	To: 40-2 \$25.07 per hour (8 hours, 12 months)
	From: Clerk Typist II Child Welfare & Attendance		From: 31-5 \$23.19 per hour (8 hours, 237 days)
Velasco, Wilhelma (Repl. C. Clarke)	To: Buyer Nutrition Services	11/18/2020	To: 40-3 \$26.33 per hour (8 hours, 12 months)
	From: Account Clerk II Nutrition Services		From: 36-4 \$25.03 per hour (8 hours, 237 days)

EMPLOYMENT

Murillo, Angel (Repl. E. Reyes)	Custodian I** Jehue Middle School	11/30/2020	33-1 \$20.03 per hour (8 hours, 12 months)
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RETIREMENT

Fetterolf, Mi Son	Nutrition Service Worker I Eisenhower High School	11/13/2020	
Worlitz, Charlotte	Instructional Assistant II - SE (RSP/SDC) Jehue Middle School	11/18/2020	

RESIGNATIONS

Foreman, Lisa	Nutrition Service Worker I Carter High School	11/27/2020	
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RESIGNATIONS (Continued)

Garrett, Stephen Emotional Health Therapist 12/11/2020
Special Services

ADDITION OF BILINGUAL STIPEND

Trujillo, Crissy Secretary III 12/07/2020
Health Services

ADDITION OF SWING SHIFT DIFFERENTIAL**

Alvarado, Ruben	To:	Safety Intervention Officer II ** District Patrol District Safety Intervention and Support Services	11/30/2020	To:	38-5	\$27.63 per hour (8 hours, 12 months)
	From:	Safety Intervention Officer II District Patrol District Safety Intervention and Support Services		From:	37-5	\$26.95 per hour (8 hours, 12 months)

TERMINATION OF PROBATIONARY EMPLOYEE

Employee #2088431 Clerk Typist II 12/03/2020
Rialto Middle School

CERTIFICATION OF ELIGIBILITY LIST - BUYER

Eligible: 12/17/2020
Expires: 06/17/2021

CERTIFICATION OF ELIGIBILITY LIST - HEALTH CLERK

Eligible: 11/19/2020
Expires: 05/19/2020

CERTIFICATION OF ELIGIBILITY LIST - SECRETARY III

Eligible: 12/17/2020
Expires: 06/17/2021

CERTIFICATION OF ELIGIBILITY LIST - SYSTEMS APPLICATION SPECIALIST

Eligible: 12/17/2020
Expires: 06/17/2021

**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, Ed.D. and Rhonda Kramer



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **CERTIFICATED EMPLOYEES – PERSONNEL REPORT # 1247**

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 12/17/2020, unless earlier date is indicated)

Ayon, Pamela	12/04/2020
Skaggs, Kimberly	12/04/2020

RESIGNATIONS

Pazmino, Lorene	Secondary Teacher Rialto High School	11/20/2020
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EMPLOYMENT

Mares, Carlos	PBIS/At-Risk Counselor Rialto High School	12/02/2020	IV-6	\$75,572.00	(189 days)
Ruiz, Lorraine	Elementary Teacher Morris Elementary School	11/19/2020	II-1	\$57,060.00	(184 days)

APPROVED LEAVE OF ABSENCE WITHOUT PAY (Legislative Appointment)

Baca, Joseph	Rialto High School	01/08/2021- 12/31/2024
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HOME AND HOSPITAL TEACHER (To be used during the 2020/2021 school year, as needed, at the regular hourly rate of \$45.04)

Miner, Linda

SUPPLEMENTAL SERVICES (Retired teachers to provide supplemental intervention to students in reading at Werner Elementary School during November/December 2020, at the hourly rate of \$25.00, not to exceed 72 hours each, to be paid from CARES ACT Funds)

Cox, Billie
Klein, Cynthia

EXTRA DUTY COMPENSATION (Teacher to be case manager to Rialto High School student during the 2020/2021 school year, at the hourly rate of \$25.00, not to exceed 25 hours, to be paid from Special Education Funds)

Decker, Richard

EXTRA DUTY COMPENSATION (Adult School teacher to provide non-instructional hours to develop distance learning assignments, at the hourly rate of \$25.00, not to exceed 11 hours, to be paid from Adult Education Funds)

Lopatynski, Jo Ann

EXTRA DUTY COMPENSATION (Rialto High School teachers to provide credit recovery at 1/6 of their rate or \$45.04, whichever is greater, from January 11, 2020 to June 4, 2021, not to exceed 55 hours, and to be charged to the Low Performing Grant)

Starling, Lapetra

EXTRA DUTY COMPENSATION (Carter High School teachers to provide credit recovery at 1/6 of their rate or \$45.04, whichever is greater, from October 26, 2020 to December 10, 2020, not to exceed 55 hours each, and to be charged to the Low Performing Grant)

Castillo, Adrienne
da Silva, Donald

Le, Ky
Othon, Michael

EXTRA DUTY COMPENSATION (Carter High School teachers to provide credit recovery at 1/6 of their daily rate or \$45.04, whichever is greater, from January 9, 2021 to March 4, 2021, not to exceed 55 hours each, and to be charged to the Low Performing Grant)

Buckle, Jessica

Lam, Pauline

Roberts, Adellina

EXTRA DUTY COMPENSATION (Carter High School teachers to provide credit recovery at 1/6 of their daily rate or \$45.04, whichever is greater, from March 29, 2021 to May 3, 2021, not to exceed 55 hours each, and to be charged to the Low Performing Grant)

Demery, Margarita
Othon, Michael

Roberts, Adelina
Simmons, Johnnie

EXTRA DUTY COMPENSATION (Additional class assignment at 1/6 of their daily rate of \$45.04, whichever is greater, for the fall semester of 2020/2021 school year, and to be charged to General Fund)

Frisbie Middle School

Brinker, Tobin Social Studies 10/06/2020

Rialto Middle School

Brown-Cannon, Tiya Associated Student Body 08/04/2020

Rialto High School

Oliveros-Valenzuela, APEX 11/02/2020
Cynthia

EXTRA DUTY COMPENSATION (Additional class assignment at 1/6 of their daily rate or \$45.04, whichever is greater, for the spring semester of 2020/2021 school year, and to be charged to General Fund)

Rialto Middle School

Bender, Michael	Physical Education	01/11/2021
Brown-Cannon, Tiya	Associated Student Body	01/11/2021

Carter High School

Berry III, Gilbert	Sports Physical Education	01/11/2021
Simmons, Johnnie	Economics	01/11/2021

EXTRA DUTY COMPENSATION (Eisenhower High School to provide credit recovery at 1/6 or their daily rate or \$45.04, whichever is greater, from October 2020 to December 2020, not to exceed 55 hours per teacher, and to be charged to Title I Funds)

Almazan, Cynthia	Behr, Katrina	Rawls, Michael
Anderson, Laura	Litjen, Tamara	Rickard, Chad
Atkinson, Lance	Milford, Sereisa	Valmores, Anna

EXTRA DUTY COMPENSATION (Elementary teachers to serve as Site English Learner Teacher Leader (SELF) to serve as instructional support for teachers to implement English Learner (EL) strategies in the classroom, for the 2020/2021 school year, and to receive a stipend of \$1,303.00 each, to be charged to the CARES Act Funds)

Avila, Deanna	Hernandez, Veronica	Pera, Belma
Barber, Solomon	Kung, Sandy	Renderos, William
Bravo, Claudia	Lindblom, Sasha	Reyes, Xiomara
Castro, Christina	Mendoza, Victor	Schilreff, Kathleen
Garcia, Marisela	Miner, Linda	Torres-Covarrubias, Laura
Guzman, Claudia	Moore, Angelica	Weaver, Karen

EXTRA DUTY COMPENSATION (Secondary teachers to serve as Site English Learner Teacher Leader (SELF) to serve as instructional support for teachers to implement English Learner (EL) strategies in the classroom, for the 2020/2021 school year, and to receive a stipend of \$1,861.00 each, to be charged to the CARES Act Funds)

Bowman, Mary A.	Ortiz, Ulises	Smith, Miashia
Macias Loera, Karen	Silos, Brisa	

EXTRA DUTY COMPENSATION (Ratify Induction Mentor to assist teachers participating in the Induction Program from August 2020 to December 2020, not to exceed 18 hours, to be charged to Induction and Teacher Support Funds)

Jackson, Yolanda

EXTRA DUTY COMPENSATION (Induction Mentors to assist teachers participating in the Induction Program from January 2021 to June 2021, not to exceed 23 hours each, to be charged to Induction and Teacher Support Funds)

Best, LaVeas	Hughey-Bailey, Charmaine	Paluba, Wanda
Contreras, Raul	Jackson, Yolanda	Overstreet-Spear, Myrna

EXTRA DUTY COMPENSATION (Department Chairpersons for the 2020/2021 school year)

Frisbie Middle School

Godinez Jr., John	Elective	13 Sections	\$1,861.00
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Rialto High School

Chavez-Ayala, Jose	Math	96 sections	\$4,351.15
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EXTRA DUTY COMPENSATION

Kordyak Elementary School

Davis, Jessica	PBIS Coach (Internal)	2020/2021 (1/2 Share)	\$ 581.50
Schnepp, Kimberly	PBIS Coach (Internal)	2020/2021 (1/2 Share)	\$ 581.50

Frisbie Middle School

Henderson, Francesca	Band	2020/2021	\$2,327.00
Henderson, Francesca	Chorus	2020/2021	\$1,768.00

Carter High School

Wilson, Clark	Head Counselor	2020/2021	\$2,559.00
Davis Cousins, Colleen	ROTC Drill Team	2020/2021	\$3,257.00
Velasco, Aldo	AVID Coordinator	2020/2021	\$1,861.00
Wiles, Christopher	Asst. ROTC Drill Team**	2020/2021	\$2,327.00

EXTRA DUTY CERTIFICATED COACHES

Carter High School

De La Torre, Evelia	Varsity Head, Girls' Cross Country	2020/2021	\$3,443.00
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Eisenhower High School

Felkins, Gina	Varsity Assistant, Cheer	2020/2021	\$3,723.00
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Rialto High School

Flores, Paul	Varsity Assistant, Girls' Cross Country	2020/2021	\$2,978.00
Pearne, Scott	Frosh Head, Football	2020/2021	\$4,188.00
Streff, Kristy	Varsity Head, Cheerleading	2020/2021	\$4,188.00



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **RESOLUTION NO. 20-21-15
TAX AND REVENUE ANTICIPATION NOTES (TRAN)**

Background: In order to offset the fiscal impact of COVID-19, the State’s 2020-21 Adopted Budget deferred \$12.9 billion in aid to school districts, community colleges and offices of education (“LEAs”) expected to be paid in 2020-21 to 2021-22. In response to this, California State Treasurer Fiona Ma has created a new Statewide working capital financing program to help LEAs manage the financial impacts of the deferrals. The California School Finance Authority (“CSFA” or the “Authority”) was created in 1985 to aid LEAs by providing access to financing for working capital and capital improvements. The goal of the CSFA State Aid Intercept Notes is to provide LEA’s with a streamlined and secure process that minimizes the impact of the deferrals on their operations.

Reasoning: The District currently projects that it will experience a cash flow shortfall during fiscal year 2020-21 created by timing differences between its anticipated expenditures and estimated receipt of revenues. The Resolution being presented to the Governing Board authorizes a short-term borrowing by the District to address this cash flow shortfall through the issuance of tax and revenue anticipation notes (“TRANS” or “Notes”) through the CSFA State Aid Intercept Notes Program.

(a) **District Resolution.** The resolution authorizes the issuance of the Notes by the District in an amount not-to-exceed Thirty Five Million Dollars (\$35,000,000), specifies certain basic terms, parameters and form of the District Notes, and approves the form of the Note Purchase Agreement and Indenture described below. In particular, the Resolution establishes the maximum aggregate principal amount of the District TRANS to be issued (\$35,000,000). The Resolution describes the State Aid Intercept procedure to assist with repayment of the District Notes, the determination of repayment periods, certain representations and covenants of the District, and the District’s Pledged Revenues. Pursuant to the resolution, the District requests that the County Board of Supervisors notify the District within 45 calendar days following receipt of the certified copy of the Resolution, that the District may issue the District Notes on its own behalf, so that the District can participate in the CSFA State Aid Intercept Notes Program.

(b) Form of **Indenture.** Under the CSFA Program, each participating District issues a series of Notes which is sold to the CSFA. CSFA pools each District’s Notes with Notes of other districts, and sells one or more series of Authority Notes, pursuant to an Indenture between CSFA and U.S. Bank National Association, as Trustee. The Authority Notes would be purchased by joint senior

managers RBC Capital Markets and Citigroup Global Markets Inc., each acting on behalf of itself and other Underwriters to be appointed by the State Treasurer at a later date, who would in turn sell the Authority Notes to the investing public. Proceeds of the District Notes and the funds used to repay such Notes will be invested by the District in the County Treasury, or by the Trustee on the District's behalf in another type of permitted investment under the Indenture, respectively. District Note Proceeds will be deposited in the general fund of the District and used to finance projected cash flow deficits.

(c) Form of **Note Purchase Agreement**. The Resolution approves the form of a District Note Purchase Agreement (the "Purchase Agreement") by and between the District and the Authority. Pursuant to the Purchase Agreement, the Authority will agree to buy the District's Note. The conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing and sale of the TRANs, the final execution copy of the Purchase Agreement will be prepared following this form and the District's Authorized Officer will sign the Confirmation of Pricing.

(d) In the event the District is deemed to be a non-State Credit Issuer, the Governing Board authorizes the District's Authorized Officer to provide information for a Preliminary Official Statement ("POS"). The POS is the offering document describing the CSFA State Aid Intercept Notes which will be distributed to prospective purchasers of the Authority Notes. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Authority Notes, (ii) the terms of the TRANs (interest rate, yield, etc.), (iii) the security for repayment of the TRANs (pledged revenues), (iv) may include District cash flows, financial and operating data, and (v) disclosure of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the TRANs. Following the pricing of the TRANs, a final Official Statement for the TRANs will be prepared, substantially in the form of the POS.

Recommendation: It is recommended that the Board approve Resolution No. 20-21-15.

Fiscal Impact: Pursuant to the Resolution, the District will pledge a portion of the revenues expected to be received by the District during, or attributed to the District for fiscal year 2020-21 to the repayment of the TRANs in an amount equal to the principal and interest due on the TRANs. However, the TRANs will be a general obligation of the District payable from its General Fund, and to the extent pledged revenues are not available, the TRANs will be paid from other legally available funds of the District attributable to fiscal year 2020-21.

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

DISTRICT AUTHORIZING RESOLUTION NUMBER 20-21-15

ACTION ITEM

(PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 53635.7)

RIALTO UNIFIED SCHOOL DISTRICT

SAN BERNARDINO COUNTY, CALIFORNIA

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING DISTRICT PARTICIPATION IN THE CALIFORNIA SCHOOL FINANCE AUTHORITY STATE AID INTERCEPT NOTES (FISCAL YEAR 2020-21 SCHOOL AND COMMUNITY COLLEGE DISTRICT DEFERRALS) THROUGH THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF FISCAL YEAR 2020-21 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO WAIVE/DECLINE SUCH ISSUANCE BY THE COUNTY OR TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, in order to offset the fiscal impact of COVID-19, the State’s fiscal year 2020-21 Adopted Budget deferred approximately \$12.9 billion in aid to school districts, community college districts and county offices of education expected to be paid in 2020-21 to 2021-22; and

WHEREAS, the Rialto Unified School District (the “**District**”) will require cash flow assistance from the deferral by the State of principal apportionments due to the District in the months of February, 2021 through and including June, 2021 (the “**Deferral Months**”) to the months of July, 2021 through November, 2021 (the “**Deferral Amounts**”).

WHEREAS, Section 53850 through and including Section 53858 of the California Government Code (the “**Act**”) (comprising Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Act) authorizes school districts, community college districts and county boards of education (each, an “**Issuer**”) to borrow money on a temporary basis through the issuance of short-term notes, including tax and revenue anticipation notes (“**TRANS**”); and

WHEREAS, the California School Finance Authority (the “**Authority**”), a public instrumentality of the State of California (the “**State**”) has established a Statewide pooled TRANS program including, but not limited to the State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals) (the “**CSFA Program**”) under the powers granted to the Authority pursuant to its enabling legislation, being Section 17170 *et seq.* of the Education Code of the State (the “**CSFA Act**”), for the purpose of providing working capital loans to school districts, community college districts and county offices of education; and

WHEREAS, the terms of the CSFA Program are highly favorable to the District and the Board has determined it to be in the best interests of the District to participate in the CSFA Program, along with other Issuers; and

WHEREAS, the governing board (the “**Board**”) of the District located in the above-referenced County (the “**County**”) has determined that, in order to satisfy certain financial

obligations and working capital requirements, it is desirable that an aggregate principal amount of not-to-exceed \$35,000,000 (the “**Principal Amount**”), should be borrowed by the District for such purposes during the fiscal year ending June 30, 2021 (“**Fiscal Year 2020-21**”) by the issuance of 2020-21 Tax and Revenue Anticipation Notes by the District; and

WHEREAS, if the Authorized Officer (as defined herein) determines, that it is necessary for the District to effect a temporary borrowing for cash flow purposes in excess of the Deferral Amounts, the Board hereby determines to issue a series of District Notes to be secured by both the Deferral Amounts along with other Unrestricted Revenues (as defined herein) attributable to Fiscal Year 2020-21; and

WHEREAS, the Authorized Officer (as defined herein) may determine that the Principal Amount shall be divided into two or more portions, as evidenced by multiple series of District Notes (as defined below) issued simultaneously under one Note Purchase Agreement (as defined herein) and/or subsequently during the Fiscal Year 2020-21 under separate Note Purchase Agreements during Fiscal Year 2020-21, such Principal Amount to be confirmed, along with the interest rate, price and other terms of the sale or sales of the series of District Notes set forth in the applicable Confirmation of Pricing(s) (the “**Confirmation of Pricing**”) applicable to such series of District Notes; provided that “Series of District Notes” shall be deemed to refer to the District Note issued hereunder in one series by the County or the District, as applicable, or each individual Series of District Notes if issued in two or more series by the County or the District, as applicable; and

WHEREAS, the initial series of District Notes shall be referred to herein as the “**Series A District Notes**” and any subsequent series of which shall be referred to as the “**Additional District Notes**,” and collectively with the Series A District Notes, shall be referred to as the “**District Notes**” or the “**Notes**”), and an Additional District Notes may be issued in one or more series (each a “**Series**”) simultaneously with the Series A District Notes and/or subsequently to the issuance of the Series A District Notes;

WHEREAS, each Series of District Notes shall be issued in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-21 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other ~~moneys~~ **funds** provided for such fiscal year for the general fund, including Deferral Amounts, and, if so indicated in a Confirmation of Pricing, such other funds of the District specified therein; provided that pursuant to Section 53854 of the Government Code of the State, such Series of District Notes may be made payable during Fiscal Year 2021-22, but in no event later than 15 months after the date of issue, when such note or Series of Notes is payable only from revenue received or accrued during the fiscal year in which issued, it being anticipated that certain Deferral Amounts will be attributable to Fiscal Year 2020-21 but received by the District in Fiscal Year 2021-22; and

WHEREAS, for the purposes set forth above, this Board has determined that it is in the best interests of the District to issue District Notes in one or more Series, and that because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, the District hereby requests the Board of Supervisors of the County (the “**Board of Supervisors**”) to notify the District, within 45 calendar days following its receipt of a certified copy of this Resolution, that the District may issue the

District Notes on its own behalf for the purpose of participating in the CSFA Program, as permitted under Section 53853(b) of the Act; and

WHEREAS, if the Board of Supervisors declines to so notify the District, the District requests the Board of Supervisors to issue the District's Notes as soon as possible following its receipt of a certified copy of this Resolution so that the District Notes may be financed as a part of the CSFA Program; and

WHEREAS, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other ~~moneys~~ **funds** which will be received by or accrue to the District during Fiscal Year 2020-21, including Deferral Amounts, are, pursuant to Section 53856 of the Act, authorized to be pledged for the payment of the principal of the District Notes and the interest thereon as provided herein; and

WHEREAS, no money has been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other ~~moneys~~ **funds** provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during Fiscal Year 2020-21 for the general fund indicated in a Confirmation of Pricing, or any other fund of the District named in such Confirmation of Pricing; and

WHEREAS, this Board hereby determines that the Principal Amount plus the interest payable thereon does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other ~~moneys~~ **funds** provided for Fiscal Year 2020-21 which will be received by or which will accrue to the District during Fiscal Year 2020-21 for the general fund (taking into account certain Deferral Amounts), and, if so indicated in a Confirmation of Pricing, other specified funds of the District and which will be available for the payment of the principal of the District Notes and the interest thereon as provided herein; and

WHEREAS, the municipal advisor for the CSFA Program, being Montague DeRose and Associates (the "**Municipal Advisor**"), and the Underwriters for the CSFA Program, being RBC Capital Markets LLC and Citigroup Global Markets Inc., as joint senior managers (the "**Underwriters**") have structured the CSFA Program so that the notes of the Authority (the "**Authority Notes**") in one or more series ("**Series of Authority Notes**") will be issued through the Authority and under the terms of an Indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Authority Notes to which a District Note shall be assigned is herein collectively referred to as the "**Indenture**") by and between the Authority and U.S. Bank National Association, as Trustee (the "**Trustee**"), substantially in the form presented to this meeting of the Board; and

WHEREAS, each Issuer participating in any particular Series of Authority Notes under the CSFA Program will be required to sell each Series of its District Notes to the Authority pursuant to a note purchase agreement (the District's note purchase agreement, in substantially the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "**Note Purchase Agreement**"), between the

District and the Authority, and dated as of the date of the Confirmation of Pricing, applicable to the sale of one or more series of the District's Notes of such Series to be sold simultaneously, a form of which has been submitted to the Board; and

WHEREAS, the Authority will form one or more pools of notes (the "**Pooled Authority Notes**") of each participating Issuer pursuant to the advice of the Underwriters and the Municipal Advisor, and assign each respective series of notes to a particular pool (the "**Pool**") and sell a Series of Authority Notes secured by each Pool pursuant to the Indenture, each Series of Pooled Authority Notes distinguished by (i) whether or what type of credit secures such series of Pooled Authority Notes, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriters and the Municipal Advisor, to assign the District Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Confirmation of Pricing applicable to the sale of the District Notes of each Series issued simultaneously, the District will (in such Confirmation of Pricing) request the Authority to issue a Series of Pooled Authority Notes pursuant to an Indenture to which such Series of District Notes identified in such Confirmation of Pricing will be assigned by the Authority in its discretion, acting upon the advice of the Underwriters, which series of Pooled Authority Notes will be payable from payments of all or a portion of principal of and interest on such Series of District Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the Series of District Notes is assigned; and

WHEREAS, each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pooled Authority Notes, will be responsible for its share of the fees of the costs of issuing the applicable Series of Pooled Authority Notes; and

WHEREAS, each participating Issuer is required to approve the forms of Indenture and Note Purchase Agreement in substantially the forms presented to the Board, with such final terms and details to be determined in the Confirmation of Pricing applicable to the sale of the District Notes of such Series to be sold by the respective Issuer, including the District; and

WHEREAS, the Underwriters will submit an offer to the Authority to purchase the Series of Pooled Authority Notes which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or any portions of the net proceeds of each Series of District Notes issued by the District may be invested in one or more Permitted Investments (as defined in the Indenture), including one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Confirmation of Pricing related to such Series of District Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the CSFA Program;

NOW, THEREFORE, this Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. TRANS Issuance.

(A) Initial Series of TRANS. The Board hereby determines to borrow, and hereby requests the Board of Supervisors to authorize the District to borrow on its own behalf, in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-21 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other ~~moneys~~ **funds** provided for such fiscal year for the general fund, including Deferral Amounts, and, if so indicated in the applicable Confirmation of Pricing, any other fund indicated in such Confirmation of Pricing, and not pursuant to any common plan of financing of the District, by the issuance under the Act, of Notes, designated generally as the District's "Tax and Revenue Anticipation Notes, 2020-21 Series ___" in one or more Series, on a tax-exempt or taxable basis. The issuance of such Notes shall be in order of priority of payment described in the "**Series A District Notes**" being the initial Series of Notes issued under this Resolution, together with one or more series of Additional District Notes which may be issued simultaneously with, or subsequent to, upon a separate sale date, the issuance of the Series A District Notes, in accordance with the provisions hereof. The Additional District Notes may be tax-exempt or taxable, and payable on a parity or subordinate basis with the Series A District Notes. References herein to a Confirmation of Pricing shall be deemed to refer to the Confirmation of Pricing relating to and describing the particular Series of Notes and the applicable Series of Authority Notes secured by such Series of Notes.

The aggregate principal amount of all Series of Notes issued hereunder shall not exceed the lesser of (1) 85% of the amount of Unrestricted Revenues of the District for the remainder of or attributed to Fiscal Year 2020-21, or (2) the maximum accumulated cash flow deficit of the District, in the case of all Series of Tax-Exempt Notes. Additionally, if the District is a State-Credit Issuer (as defined herein), the principal amount of the Series A District Notes and any Additional District Notes secured solely by Deferral Amounts may not exceed the aggregate of the Deferral Amounts.

The Series of Notes are being issued to provide cash flow relief from the deferral by the State of principal apportionments due to the District in the months of February, 2021 through and including June, 2021 to the months of July, 2021 through and including November, 2021. The Series A District Notes will enjoy the benefit of the intercept procedure (the "**Intercept**") administered by the State Controller (the "**Controller**"), by which all or a portion of each Deferral Amount will be intercepted by the Controller and deposited into the District's Payment Account with the Trustee. Due to the timing of the calculation for the actual Deferral Amount for the month of June, 2021 (the "**Final June Deferral Amount**"), based on the second principal apportionment (P-2) information, proceeds of the Series A District Notes attributable to the estimated June Deferral Amount based on the first principal apportionment (P-1) (the "**Estimated June Deferral Amount**") will be deposited in escrow with the Trustee (the "**Escrow Account**") until the June Deferral Amount is provided to the Authority, following which time, (i) if the Final June Deferral

Amount is equal to or greater than the Estimated June Deferral Amount, the amount in escrow equal to the Estimated June Deferral Amount, taking into consideration investment earnings thereon, will be released to the District for deposit into its general fund; or (ii) if the Final June Deferral Amount is less than the Estimated June Deferral Amount, an amount equal to the difference between the Final June Deferral Amount and the Estimated June Deferral Amount will be transferred to the Payment Account of the District, taking into consideration investment earnings thereon, and the remainder will be released to the District for deposit into its general fund. The District will be a “**State-Credit Issuer**” if repayment of its Series A District Notes are made solely from the Deferral Amounts and the Intercept by the Controller as described herein.

(B) Terms of Series of Notes. The Notes of each Series shall be issued in the form of one registered note in the principal amount thereof as set forth in the Confirmation of Pricing and all such principal amounts aggregating to the principal amount set forth in the Confirmation of Pricings, in each case, to bear a Series designation, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Confirmation of Pricing applicable to such Series (the “**Maturity Date**”), and to bear interest, payable at maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the Confirmation of Pricing) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Confirmation of Pricing applicable to the Notes of such Series and indicated on the face of such Notes (collectively, the “**Note Rate**”).

If Notes of a Series or the Pooled Authority Notes issued in connection therewith are not fully paid at their Maturity Date, the unpaid portion thereof shall be deemed outstanding and shall continue to bear interest thereafter at the Default Rate (as defined in the Indenture) until paid. In such case, the obligation of the District with respect to such Defaulted Note or unpaid Notes of a Series shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution, and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2020-21 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in the section herein entitled “Source of Payment.”

Both the principal of and interest on the Notes of each Series shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in San Francisco, California, or as otherwise indicated in the Indenture. The aggregate Principal Amount may, prior to the issuance of any Series, be reduced from the aggregate Principal Amount specified above, at the discretion of the Underwriters upon consultation with the Authorized Officer or, if and to the extent necessary to obtain an approving legal opinion of Norton Rose Fulbright US LLP (“**Bond Counsel**”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon.

In the event the Board of Supervisors of the County authorizes the issuance of the Notes by the District on its own behalf, as provided in Section 53853(b) of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District’s name, in one or more Series, pursuant to the terms stated in this Resolution. The Notes shall then be issued in conjunction with one or more series of notes of one or more other Issuers as part of the CSFA Program and within the meaning of Section 53853(b) of the Act.

Section 3. Form of Notes. The Notes of each Series shall be issued in fully registered form without coupons and shall be substantially in the form set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson, Secretary or Clerk of the Governing Board, the Superintendent, Superintendent/President, Chancellor, the Assistant Superintendent of Business, the Assistant Superintendent, Vice President of Business and Administration, Vice Chancellor of Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or the equivalent, or, in the absence of said officer, his or her duly appointed designee (each an “**Authorized Officer**”), is hereby authorized and directed to confirm, with the Authority and the California State Treasurer, as the Agent for Sale (the “State Treasurer”), an interest rate or rates on the Notes of each Series to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Authority for the Notes of each Series, which purchase price shall be at a discount which when added to the District’s share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the principal amount of the Note, if only one Series of Notes is issued or (ii) the sum of the principal amounts of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Notes of a Series set forth in the Confirmation of Pricing are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the Confirmation of Pricing supplement to be delivered by the Authority to the District on a date within five (5) days, or such longer period of time as may be agreed upon by the Authority, of said negotiation of interest rates and purchase price during the period from the date of adoption of this Resolution through June 15, 2021, substantially in the form presented to this meeting as Schedule I to the Note Purchase Agreement, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. A Note Purchase Agreement may reference more than one Series of Notes if such Series of Notes are issued simultaneously. In the event more than one Series of Notes is issued, a separate Confirmation of Pricing shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Confirmation of Pricing, the Note Purchase Agreement, substantially in the form presented to this meeting, which form is hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Confirmation of Pricing. Delivery of a Confirmation of Pricing by telecopy, or electronic transmission of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Note Purchase Agreement and/or the Confirmation of Pricing.

Section 5. Issuance of Additional District Notes. The District (or the County on behalf of the District, as applicable) may at any time issue pursuant to this Resolution, one or more Additional District Notes, subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional District Notes:

(A) The District shall not have issued any TRANs relating to the Fiscal Year 2020-21 except (i) in connection with the CSFA Program under this Resolution, or (ii) notes secured by a pledge of its Unrestricted Revenues (as defined herein) that are subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; and (iii) the District shall be in compliance with all agreements and covenants contained herein; and (iv) no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(B) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a “**Supplemental Resolution**”). Additional District Notes issued hereunder shall only be issued for the purpose of participating in the CSFA Program through another Series of Notes.

(C) If the Additional District Notes are secured by the Deferral Amounts, such Additional District Notes shall be limited to the remaining Deferral Amounts.

(D) Whenever the District shall determine to issue, execute and deliver any Additional District Notes pursuant to this Section, the Note principal amount of which, when added to the Note principal amounts of all Series of Notes previously issued by the District, would exceed the not-to-exceed Principal Amount authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the not-to-exceed Principal Amount as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County authorize the District to issue such Additional District Notes on its own behalf as provided herein. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Additional District Notes.

(E) Prior to the issuance of such Additional Series Notes, the District shall file or cause to be filed the following documents with the Trustee: (i) an Opinion of Counsel to the District to the effect that (a) such Additional District Notes constitute the valid and binding obligations of the District, (b) such Additional District Notes are special obligations of the District and are payable from the ~~moneys~~ **funds** pledged to the payment thereof in this Resolution, and (c) the applicable Supplemental Resolution, if any, has been duly adopted by the District; (ii) a certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section have been met; (iii) a certified copy of this Resolution and any applicable Supplemental Resolution; (iv) if this Resolution was amended by a Supplemental Resolution to increase the maximum Principal Amount, the resolution of the County Board of Supervisors approving such increase in the not-to-exceed Principal Amount and the issuance of such Additional District Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional District Notes; (v) an executed counterpart or duly authenticated copy of the applicable Note Purchase Agreement; (vi) a Confirmation of Pricing relating to the Additional District Notes duly executed by an Authorized Officer (as defined herein); (vii) the Additional District Notes duly executed by

the applicable representatives of the District or the County, as provided herein, either in connection with the initial issuance of the Series A District Notes or in connection with any Supplemental Resolution increasing the maximum Principal Amount; and (viii) if the Additional District Notes are to be payable on parity with the District's outstanding Notes, evidence or confirmation that no rating then in effect with respect to any outstanding Notes, series of notes or series of bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Additional District Notes.

Section 6. Program Approval. The District hereby delegates to the Authority the authority to determine the structure and parameters of the CSFA Program, with the Authorized Officer of the District accepting and approving such determinations by execution of the Confirmation of Pricing.

(A) Pooled Structure. The Confirmation of Pricing for a Series of Notes may, but shall not be required to, specify the Series of Pooled Authority Notes to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers). The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Confirmation of Pricing for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Confirmation of Pricing and the Credit Agreement(s) (if any).

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Confirmation of Pricing applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Confirmation of Pricing shall require or approval (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Confirmation of Pricing applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Confirmation of Pricing applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pooled Authority Notes pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pooled Authority Notes. If, at any time prior to the execution of a Confirmation of Pricing, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to the Section 11 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof shall be deemed outstanding and shall not be deemed to be paid until the holders of such Series of Notes or the Series of the Pooled Authority Notes issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. Holders of such Series of Pooled Authority Notes will be deemed to have received such principal amount and such accrued interest upon deposit of such ~~moneys~~ **funds** with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pooled Authority Notes is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pooled Authority Notes issued in connection with such Series of Notes, at the time of original issuance of such Series of Pooled Authority Notes. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

[THE FOLLOWING PRELIMINARY OFFICIAL STATEMENT SECTION SHALL APPLY TO TRADITIONAL TRANS (NON STATE-CREDIT ISSUERS) and ISSUERS WITH DISTRICT SENIOR EXISTING INDEBTEDNESS, AS APPLICABLE]

(B) Preliminary Official Statement. Each Authorized Officer is authorized to provide the Authority and the Underwriters with a compilation of District information including, but not limited to the information listed in Exhibit C hereto, to be included in the Preliminary Official Statement, and the Underwriters are hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each series of notes associated with the CSFA Program. Each Authorized Officer is hereby authorized and directed to provide the Authority and the Underwriters with such information relating to the District as the Authority and Underwriters shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of notes associated with the CSFA Program, as applicable, shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "**Rule**"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers and the Authority is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Confirmation of Pricing, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements

therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriters. The Authority is hereby authorized and directed, at or after the time of the sale of the Authority Notes, for and in the name and on behalf of the District, to execute or approve a final Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

(C) Reserved.

(D) Appointment of Professionals. In connection with the CSFA Program, Montague DeRose and Associates, LLC, is hereby appointed and approved as Municipal Advisor, the law firm of Norton Rose Fulbright US LLP is hereby appointed and approved as Bond Counsel, Nixon Peabody LLP is hereby appointed and approved as Disclosure Counsel, and joint senior managers RBC Capital Markets LLC and Citigroup Global Markets Inc., each acting on behalf of itself and other underwriters to be appointed by the State Treasurer at a later date, are hereby appointed and approved as Underwriters for the CSFA Program. U.S. Bank National Association is hereby appointed and approved as Trustee for the CSFA Program. In addition, the District may appoint and approve a law firm to act as special counsel to the District in connection with the CSFA Program.

Section 7. No Joint Obligation. Each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pooled Authority Notes. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the county providing for the issuance of the District Note, if applicable, and such Series of Notes.

Section 8. Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend ~~moneys~~ **funds**, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the CSFA Program for Fiscal Year 2020-21, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue district notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, ~~moneys~~ **funds** allocable to each Series of Notes from the sale of the corresponding Series of Authority Notes, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Account (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Indenture for the District, or transferred in the name of the

District's General Fund to the Treasurer of the County, or as otherwise provided under the Indenture, and said ~~moneys~~ **funds** may be used and expended by the District for such use upon requisition from such Proceeds Account as specified in the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the District Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as herein defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 9. Disposition of Proceeds of Notes. A portion of the proceeds of the District Notes, allocable to the District's share of the Authority's costs of issuance, shall be retained by the Authority and used to pay Costs of Issuance with respect to the Authority Notes, as provided in the Indenture. Subject to Section 2 herein, the remaining proceeds of the District Notes will be deposited in its Proceeds Account and transferred by the Trustee in the name of the District's General Fund to the County Treasurer where the District is located, which shall be invested by the District, as reasonably practicable, with such Treasurer of the County.

The District hereby covenants that, to the extent its District Notes will be allocated by the Authority to a Tax-Exempt Series of Authority Notes, it will comply with the terms of the District Tax Certificate to be executed by the District with respect to the District Notes (the "District Tax Certificate") and any other instructions requested by or otherwise provided by Bond Counsel.

Section 10. Payment Account.

(A) The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes Pledged Revenues from amounts intercepted on behalf of the District as described in Section 11 below or, if applicable, for non-State Credit Issuers, deposited by or on behalf of the District, by the tenth Business Day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Confirmation of Pricing), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date (as set forth in a Certificate from the Municipal Advisor to the Trustee), are equal to the percentages of the principal and interest due with respect to such District Notes for the corresponding Repayment Period set forth in such Confirmation of Pricing; provided, however, if as described in Section 2 herein, the District's Final June Deferral Amount is less than the Estimated June Deferral Amount, the Trustee shall transfer from the District's Escrow Account an amount equal to the difference between the Final June Deferral Amount and the Estimated June Deferral Amount to the Payment Account of the District, and the remainder will be released to the District for deposit into its General Fund, as provided in the Indenture.

(B) For District Notes issued in calendar year 2021 and allocated by the Authority to a series of Authority Notes, the interest on which is intended to be Tax-Exempt (a "**Tax-Exempt Series of Authority Notes**"), in the event that either (A) the Note Principal Amount of the District Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt

leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate) exceed \$15,000,000, or (B) the Note Principal Amount of such District Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate), exceed \$5,000,000, paragraph (D) below shall apply. In such case, the District shall be deemed a “**Large Issuer**” with respect to such District Notes.

(C) For District Notes issued in calendar year 2021 and allocated by the Authority to a Tax-Exempt Series of Authority Notes, in the event that both (A) the Note Principal Amount of the District Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will not, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate) exceed \$15,000,000, and (B) the Note Principal Amount of such District Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will not, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate), exceed \$5,000,000, paragraph (D) below shall not apply. In such case, the District shall be deemed a “**Small Issuer**” with respect to such District Notes.

(D) For District Notes allocated by the Authority to a Tax-Exempt Series of Authority Notes, as set forth in greater detail in the District Tax Certificate, the District will certify as to its reasonably expected “maximum anticipated cumulative cash-flow deficit.” To the extent, as set forth in the District Tax Certificate, less than 100% of the proceeds of the District Notes are treated as “spent” for purposes of Section 148 of the Internal Revenue Code of 1986 (the “**Code**”) and the Treasury Regulations thereunder (the “**Arbitrage Regulations**”), the District shall be subject to the arbitrage rebate requirements (the “**Rebate Requirement**”) of Section 148 of the Code. In such event, the District shall promptly notify the Authority in writing using a form of notification appended to the District Tax Certificate, that the District Notes do not qualify for an exception to arbitrage rebate and, therefore, proceeds of the District Note must be taken into account by the Authority’s arbitrage rebate consultant in calculating the Authority’s rebate liability, if any, with respect to the issue of Authority Notes to which the District Notes are allocable. The District agrees to pay to the Authority the District’s share of the Authority’s rebate liability, if any, as determined by the Authority’s arbitrage rebate consultant.

(E) The term “**Tax-Exempt**” shall mean, with respect to a Series of Authority Notes, that the interest to be paid on such Series of Authority Notes is intended to be excluded from the gross income of the holders thereof for federal income tax purposes.

Section 11. Source of Payment.

(A) Pledge. The term “**Unrestricted Revenues**” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other ~~moneys~~ **funds** provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during such fiscal year for the general fund, including the Deferral Amounts, and, if so indicated in a Confirmation of Pricing, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Confirmation of Pricing) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions set forth herein and this Section, the District hereby pledges the revenues described below to be received by the District in the periods specified in each Confirmation of Pricing as Repayment Periods (each individual period a “**Repayment Period**” and collectively the “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Confirmation of Pricing (the “**Pledged Revenues**”):

(1) As a State-Credit Issuer, the District hereby pledges its Deferral Amounts.

(2) If an Authorized Officer of the District later determines that the District is not a State-Credit Issuer, as indicated in its Confirmation of Pricing, the District hereby pledges the first Unrestricted Revenues to be received by the District.

(B) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (C) below of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Indenture) of each such Repayment Period (or such other day of each Repayment Period designated in the Confirmation of Pricing) the District has not received sufficient Deferral Amounts, or Unrestricted Revenues, as applicable, to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Deferral Amounts or Unrestricted Revenues, respectively, in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other ~~moneys~~ **funds** of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other ~~moneys~~ **funds** are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, in such order of priority. “Senior Notes” means the District’s Series A District Notes and any Additional Series of Senior Notes.

(C) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions hereof, shall be a first lien and charge against, and shall be payable from the first ~~moneys~~ **funds** received by the District from, the Pledged Revenues.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special

fund of the District of a separate Payment Account for each Series of District Notes issued hereunder (each a “**Payment Account**”) held by the Trustee under the Indenture, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account the Funds Subject to Intercept (as defined in Section 11(E) below) and may, at the District’s option, deposit Unrestricted Revenues during any Repayment Period, a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the applicable Confirmation of Pricing and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Municipal Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Confirmation of Pricing applicable to such Series of Notes to the percentages of the principal of and interest on such Series of Notes at maturity specified in the Confirmation of Pricing applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, in such order of priority.

Subject to the payment priority provisions of Section 20 hereof and this Section, any ~~moneys~~ **funds** placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the holders of the Series of Pooled Authority Notes issued in connection with the Pool of which such Series of District Notes is a part and (ii) (to the extent provided in the Indenture) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 20 hereof and this Section, the ~~moneys~~ **funds** in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Pooled Authority Notes, as set forth in the Indenture).

(E) Intercept Procedures. This Board hereby determines and elects to participate in the funding of debt service payments, amounts pledged, fees and charges, and other costs necessary or incidental in connection with the District Notes and payments on Authority Notes attributed to the District, as permitted under California Education Code section 17199.4. In accordance with the requirements set forth in Section 17199.4 of the Education Code and to effect the pledge contained in this resolution, the District shall and does hereby authorize and instruct the State Controller to intercept Pledged Revenues from ~~moneys~~ **funds** designated for apportionment to the District for fiscal year 2020-21 (“**Funds Subject to Intercept**”), and to transfer such amounts to the Trustee for deposit into the Payment Account with a designation to the Trustee of the amounts to be credited for the District. Upon such deposit, such funds will not be available to the District. The District shall provide, or cause to be provided on its behalf, a notice to the State Controller accompanied by a schedule setting forth the dates and amounts of intercepts, together with instructions to whom such funds shall be wired, substantially in the form attached hereto as

Exhibit B, and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures (the “**Intercept Schedule**”). In circumstances where, despite having received a proper Intercept Schedule on behalf of the District, the Funds Subject to Intercept are inadvertently sent to the District during a Repayment Period, the District is obligated to remit the Funds Subject to Intercept to the Trustee forthwith. If the District receives any Pledged Revenues necessary for repayment of the District Notes during a Repayment Period, it will immediately deposit such amounts with the Trustee for deposit into the Payment Account.

Should the Legislature of the State take action following the date of issuance of the District Notes (a “**Change in State Law**”) to advance or further defer the dates upon which the Deferral Amounts are to be paid, or to otherwise alter the Deferral Amounts, the Authority on the District’s behalf shall adjust the Intercept Schedule and Notice to the State Controller, so that sufficient funds are available for repayment of the District Notes. If the effect of the Change in State Law is to reduce any Deferral Amounts due to be paid to the District, so that a greater percentage of the apportionments payable in due course to the District during any of the Deferral Months is in fact paid during the Deferral Months (each, a “Restored Apportionment”), the District has authorized the Authority, on the District’s behalf, to provide the Controller with a revised Intercept Schedule or schedules that (a) reduce the Funds Subject to Intercept during the months of July through and including November 2021 by an amount equal to the Restored Apportionment and (b) subject all of the Restored Apportionment to the Intercept Notice and Schedule in the Repayment Periods and in the amounts established pursuant to the Change in State Law.

If the effect of the Change in State Law is to delay one or more dates upon which the Deferral Amounts were, as of the date of issuance of the District Notes, expected to be paid to the District, the District has authorized the Authority, on its behalf, to provide the Controller with a revised Intercept Schedule that reduces or increases, as appropriate, the Deferral Amounts as and when scheduled to be received under the terms of the Change in State Law during revised Repayment Periods.

(F) Determination of Repayment Periods. With respect to each Series of District Notes, the length of any individual Repayment Period shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days, and the number of Repayment Periods determined in the related Confirmation of Pricing shall not exceed nine (9), or as otherwise determined in the related Confirmation of Pricing; provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Accounts of all outstanding Series of Notes of a higher priority. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of District Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Confirmation of Pricing, by executing and delivering the Confirmation of Pricing, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(G) Application of ~~Moneys~~ Funds in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the ~~moneys~~ **funds** in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes, subject to the payment priority provisions of Section 20 hereof and this Section, in the event that ~~moneys~~ **funds** in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, ~~moneys~~ **funds** in such Payment Account together with ~~moneys~~ **funds** in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

(1) with respect to all Series of Senior Notes:

- a. first, to pay interest with respect to all Series of Senior Notes pro-rata; and
- b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any ~~moneys~~ **funds** remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Indenture have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Indenture. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date.

(H) Investment of ~~Moneys~~ Funds in Proceeds Account and Payment Accounts. ~~Moneys~~ **Funds** in the Proceeds Account attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Indenture, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Indenture, and as designated in the Confirmation of Pricing applicable to such Series of Notes.

Section 12. Execution of Note. In the event the Board of Supervisors of the County fails or declines to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual, electronic or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent or Chancellor of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed designee thereto, shall be authorized to countersign each such Note by manual, electronic or facsimile signature. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual, electronic or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual, electronic or facsimile signature and to affix the seal of the County to each such Note either manually, electronically or by facsimile impression thereof. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Confirmation of Pricing. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Note Purchase Agreement, as applicable, this Resolution and the Indenture. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 13. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Indenture to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum

or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

In the event that the Authorized Officer shall elect to issue the District's Notes within the CSFA Program, such Notes shall be deposited with the Trustee and maintained in trust until their scheduled maturity and payment in full. The District Notes shall not be transferable or assignable by the Trustee while the associated Pooled Authority Notes are outstanding. Notwithstanding the foregoing, in the event that the District Notes should be lost, stolen, destroyed or mutilated prior to their stated maturity, the District shall cause to be issued a new District Note or Notes of the same tenor, term and maturity as the original to replace the same upon such reasonable terms and conditions, including the payment of costs and the posting of a surety bond, as may from time to time be determined and prescribed by the Authorized Officer in consultation with the Authority.

(A) Subject to Section 7 hereof, the County, the District, the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Pooled Authority Notes to which such Series of District Notes is assigned, if such Series of Pooled Authority Notes are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity

satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 14. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2020-21 pursuant to Article XVI, Section 6 of the Constitution of the State of California and California Education Code 42620; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Accounts of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Accounts.

Section 15. Representations and Covenants.

(A) The District is a school, community college district or county office of education, duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and approve and perform its obligations under the Note Purchase Agreement(s) and the Indenture(s), and (ii) authorize the issuance of one or more Series of Notes, or, if applicable authorize the County to issue one or more Series of Notes on its behalf.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to issue and deliver each Series of Notes, or (iii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Note Purchase Agreement(s) and the Indenture(s) and compliance with the provisions hereof and thereof do not and will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly and properly adopted a budget for Fiscal Year 2020-21 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly and properly prepare and adopt its revised or final budget for Fiscal Year 2020-21, (ii) provide to the Authority, the Trustee, the Underwriters and the Municipal Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) [FOR TRADITIONAL TRANS NON-STATE CREDIT ISSUERS][The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2014-15 through Fiscal Year 2018-19, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2019-20 and 2020-21, respectively.]

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed, or had filed on its behalf, a petition in bankruptcy.

(H) The District's most recent audited financial statements fairly present the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriters, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Authority, Underwriters, and the Municipal Advisor, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Note Purchase Agreement(s), the Indenture or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities

as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Note Purchase Agreement(s), the Indenture or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Authority, the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes or Pooled Authority Notes, as applicable, issued or executed and delivered in connection with any Series of the Notes; provided, however that, if the CSFA Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the not-to-exceed Principal Amount in connection with the issuance of one or more Series of Additional Series of District Notes as provided for herein.

(K) Upon issuance of a Series of Notes, such Series of Notes, and this Resolution will constitute the legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally (as applicable), the application of equitable principles, if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(1) The District acknowledges that pursuant to Senate Bill 820, codified as California Education Code Section 17199.15, notwithstanding any other law, if any bonds or notes that were issued for purposes of borrowing pursuant to paragraph (3) of subdivision (a) of California Education Code Section 17199.1 to fund several financings of working capital for several participating parties under a single resolution remain outstanding, each participating party for which those bonds were issued is ineligible to be a debtor in a case under Chapter 9 of the United States Bankruptcy Code (Chapter 9 (commencing with Section 901) of Title 11 of the United States Code), as that chapter may be amended from time to time, and no governmental officer or organization is or may be empowered to authorize a participating party to be a debtor under that chapter.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the CSFA Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues for fiscal year 2020-21.

(N) So long as any Series of Pooled Authority Notes executed or issued in connection with a Series of District Notes are Outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of District Notes other than the pledge and lien of the Indenture.

(O) [FOR SCHOOL DISTRICTS AND COUNTY OFFICES OF EDUCATION] As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriters, a qualified certification) applicable to the fiscal year ending June 30, 2020 (“**Fiscal Year 2019-20**”) or June 30, 2021 (“**Fiscal Year 2020-21**”) (within the meaning of Section 42133 of the California Education Code). The District covenants that it will immediately deliver a written notice to the Authority, the Underwriters, the Municipal Advisor, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-21 prior to the respective Closing Date referenced in each Confirmation of Pricing or the Maturity Date of each Series of Notes.

(P) The District will maintain a positive general fund balance in Fiscal Year 2020-21.

(Q) The District will maintain an investment policy consistent with the policy set forth above.

(R) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriters, the Municipal Advisor and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 16. Tax Covenants.

(A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the federal income tax exclusion from gross income of the interest payable on each Series of Authority Notes that make up the “issue” (as defined in Section 1.150-1(c) of the Treasury Regulations) of Authority Notes that purport to be Tax-Exempt (hereinafter, a “Tax-Exempt Issue”). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any District Notes or any other funds of the District that would cause any Tax-Exempt Issue to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code.

(B) In the event the District is deemed a Large Issuer (as defined above) with respect to a Tax-Exempt Series of Authority Notes, this subsection (B) shall apply. The District covenants that it shall determine, pursuant to the District Tax Certificate, whether all of the proceeds of the District Notes are treated as “spent” for purposes of the Arbitrage Regulations, and shall, to the extent advised by the Authority following calculations performed by the Authority’s arbitrage rebate consultant, segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and

authority, including complying with the instructions of Bond Counsel referred to herein to assure Authority compliance with the Rebate Requirements.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pooled Authority Notes related thereto), the Authority Note owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants. The District further recognizes that its noncompliance with the covenants contained in this Section could cause interest on an entire Series of Authority Notes only a portion of which is allocable to the District Notes, or on an entire "issue" (as defined in Section 1.150-1(c) of the Treasury Regulations) of Authority Notes only a portion of which is allocable to the District Notes, to become included in the gross income for federal income tax purposes of the owners of such Series of Authority Notes or such "issue" (as so defined) of Authority Notes.

(D) With adequate lead time, the District shall provide to the Municipal Advisor and Bond Counsel the monthly cash-flows for its 2019-20 fiscal year, for its 2020-21 fiscal year (using estimates for months as to which the District's "books" have not yet been closed) and, to the extent possible, and particularly where the District reasonably expects its "maximum anticipated cumulative cash flow deficit" ("MACCFD") to occur after the close of its 2020-21 fiscal year, monthly cash-flows for the 2021-22 fiscal year, the last of which month ends after the expected date of the District's MACCFD. The District shall cooperate with the Municipal Advisor and Bond Counsel in their review of the District's MACCFD, in order to promote efficiency and accuracy given the anticipated number of participants in the CSFA Notes.

(E) The District shall certify, in the District Tax Certificate (or other similar document) the District is requested by CSFA and Bond Counsel to sign prior to the issuance of the CSFA Notes, its MACCFD, which shall be based on the District's reasonably expected cash-flows for the remaining months of the 2020-21 fiscal year and, as applicable, several months of the 2021-22 fiscal year. The District shall represent in the District Tax Certificate that it understands the basic methodology under which the MACCFD is calculated, including the rules governing when proceeds the District derives from the issuance of its District Note are treated as "spent" for federal income tax purposes.

(F) The District shall report to CSFA, not more than 45 days after the District expected to reach its MACCFD, whether in fact, absent proceeds the District derives from the issuance of its District Note, it has reached its MACCFD. Such reporting shall be done through a form that will be an exhibit to the District Tax Certificate. In the event the District has not reached its MACCFD, the District shall cooperate with CSFA, CSFA's arbitrage rebate consultant and Bond Counsel (as needed) in such consultant's calculation of the amount of arbitrage rebate liability, if any, owed by CSFA to the U.S. Department of the Treasury. The District understands that CSFA, based on such calculations, may allocate a portion of CSFA's arbitrage rebate liability to the District based on the District's cash-flows. The District agrees to pay or reimburse CSFA for such allocable share of CSFA's arbitrage rebate liability and CSFA's expense associated with the calculation of arbitrage rebate liability.

(G) The covenants contained in this Section shall survive the payment of all Series of the Notes.

Section 17. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “**Event of Default:**”

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Note Purchase Agreement(s) (including the Confirmation(s) of Pricing), or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Note Purchase Agreement(s), or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District; and

(E) An “Event of Default” under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section shall have happened and be continuing, subject to the provisions of Section 20 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Indenture have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Indenture an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 18. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient ~~moneys~~ **funds** to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Indenture including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 19. Sale of Notes. Each Series of District Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of District Notes, in each case as hereinbefore approved.

Section 20. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 11(G) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series

of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Confirmation of Pricing, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 21. Continuing Disclosure Undertaking. [THIS CONTINUING DISCLOSURE SECTION SHALL APPLY TO NON STATE-CREDIT ISSUERS, AS APPLICABLE]

(A) The District covenants to report to the Authority and the State Treasurer, as dissemination agent to the Authority (the "**Dissemination Agent**"), the occurrences of the events described in paragraphs (A)(1)j. and (A)(2)h. below, within five business days of such occurrence in order to assist the Authority with its continuing disclosure obligations set forth below with respect to the Authority Notes and the related Series of District Notes. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board. The Authority shall, for the sole benefit of the owners of each Series of Authority Notes and the related Series of District Notes (and, to the extent specified in this Section, the beneficial owners thereof):

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Authority Notes;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;

- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation (as defined herein) of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Authority Notes or other material events affecting the tax status of such Series of Notes and the related Series of Authority Notes;
- b. Modifications to rights of owners and beneficial owners of the Series of Authority Notes which evidence and represent such Series of Notes;

- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a Financial Obligation of the District (as defined herein), or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “Financial Obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2)h. of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District learns of the occurrence of an event described in subsection (A)(1)j. of this Section, or determines that the occurrence of an event described in subsection (A)(2)h. of this Section would be material under applicable federal securities laws, the District shall promptly within five business days provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Authority Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 17 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Authority Notes of the Series related to such Series of District Notes (including persons holding Authority Notes through nominees, depositories or other intermediaries).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Authority Notes, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “**Listed Event**”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Authority Notes, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Authority Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Authority Notes. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Indenture.

(H) This Section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriters, and owners and beneficial owners from time to time of the Authority Notes, and shall create no rights in any other person or entity.

Section 22. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Note Purchase Agreement and Indenture. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the CSFA Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Authority Notes, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 12 hereof, are hereby designated as "Authorized District Representatives" under the Indenture.

(A) If the name of the District indicated on page 1 hereof is not the correct legal name of the District that adopted this Resolution, then it shall nevertheless be deemed to refer to the

District that adopted this Resolution, and the name of the District indicated on page 1 hereof shall be treated as the correct legal name of said District for all purposes in connection with the CSFA Program.

(B) This Board hereby approves the execution and delivery of any and all agreements, documents, certificates and instruments referred to herein with electronic signatures under the California Uniform Electronic Transactions Act and digital signatures under Section 16.5 of the Government Code.

Section 23. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Authority Notes to which such Series of Notes is related and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 24. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Authority Notes to which such Series of Notes may be related, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from ~~moneys~~ **funds** available therefor as set forth in Section 11 hereof, District officers shall not be personally liable for the payment of any Note or any other obligation of the District hereunder and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 25. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 26. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

[Remainder of page intentionally left blank.]

ADOPTED, SIGNED AND APPROVED this 16th day of December, 2020, by the governing board of the Rialto Unified School District at a regularly scheduled meeting held in Rialto, California, at a location freely accessible to the public, or held remotely pursuant to Executive Order of the Governor, and in order to adhere as closely as possible to the orders of the health officials on behalf of the County, with remote access available to the public, by the following roll-call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

RIALTO UNIFIED SCHOOL DISTRICT

By: _____

President of the Governing Board

Attest:

By: _____

Clerk of the Governing Board

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

RIALTO UNIFIED SCHOOL DISTRICT
COUNTY OF SAN BERNARDINO, CALIFORNIA
2020-2021 TAX AND REVENUE ANTICIPATION NOTE SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate		Maturity Date		
____%		_____, 2021		
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
[__% of total] [\$____] [principal][interest]	[__% of total] [\$____] [principal][interest]	[__% of total] [\$____] [principal][interest]	[__% of total] [\$____] [principal][interest]	[__% of total] [\$____] [principal][interest]
[principal and interest] due at maturity	[principal and interest] due at maturity	[principal and interest] due at maturity	[principal and interest] due at maturity	[principal and interest] due at maturity

FOR VALUE RECEIVED, the District/County Office of Education designated above (the “District”), located in the County designated above (the “County”), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in San Francisco, California, or its successor in trust (the “Trustee”). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the maturity date to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[IF ISSUED BY DISTRICT] [It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, Additional Series of District Notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]

[IF ISSUED BY COUNTY] [It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, Additional Series of District Notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other ~~moneys~~ **funds** provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during such fiscal year for the general fund, including Deferral Amounts (as defined in the Resolution) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged [Deferral Amounts from Funds Subject to Appropriation, and at its option,] the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first ~~moneys~~ **funds** received by the District from, the Pledged Revenues[, on a parity with the lien and charge securing the District Parity Existing Indebtedness]. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other ~~moneys~~ **funds** of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other ~~moneys~~ **funds** are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the] District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,] the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IF ISSUED BY COUNTY] [IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual, electronic or facsimile signature of a duly authorized officer of the County and countersigned by the manual, electronic or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]

EXHIBIT B
FORM OF INTERCEPT NOTICE

Notice to the State Controller Pursuant to Education Code Section 17199.4

_____, 2021

Re: California School Finance Authority State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals), 2021 Series A (the “Notes”)

WHEREAS, Rialto Unified School District, a California unified school district (the “Participant”), has issued its Tax and Revenue Anticipation Notes, 2021 Series A (the “District Note”), pursuant to a resolution (the “Resolution”), adopted by its governing board on [December 16, 2020].

WHEREAS, the Participant has elected to have amounts due to be paid under its District Notes pledged to the repayment of the Notes, pursuant to the terms of that certain Indenture, dated as of March 1, 2021 (the “Indenture”), by and between the California School Finance Authority (the “Authority”) and U.S. Bank National Association, as trustee (the “Trustee”); and

WHEREAS, the Authority has issued the Notes to fund its purchase of the District Notes and the 2020-21 tax and revenue anticipation notes of certain other California school and community college districts and county offices of education;

NOW THEREFORE, NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 17199.4(c)(2) OF THE EDUCATION CODE OF THE STATE OF CALIFORNIA TO THE STATE CONTROLLER OF THE STATE OF CALIFORNIA (the “CONTROLLER”), that:

1. The governing board of the Participant has elected, pursuant to a resolution adopted on [December 16, 2020] and Section 17199.4(c)(1) of the Education Code of the State of California (the “Education Code”), to participate under Section 17199.4 of the Education Code, as described therein, and to direct the Controller to make transfers during the “Repayment Periods” and in the amounts (or such lesser amounts as are available to transfer) in the “Total Intercept” column set forth on Schedule I attached hereto, directly to the Trustee indicated in Section 3 hereto. If the amount available to the Controller to be transferred on any transfer date is less than the amount in the “Total Intercept” column set forth on Schedule I attached hereto, then the amount of such deficiency (each, a “Shortfall”) shall be carried forward to the following Repayment Period, during which the amount set forth in the Total Intercept column shall be increased by the amount of the Shortfall and transferred to the Trustee. If in such subsequent Repayment Period, these actions result in an additional Shortfall for the next succeeding Repayment Period, such Shortfall shall be added to subsequent transfers until no Shortfall remains.

2. The Participant hereby authorizes the Authority to provide a revised Schedule I to the Controller in the event of any Change in State Law, as defined in the Memorandum of Understanding (the “MOU”), by and among the Authority, the Controller and the California Department of Education, dated as of March 1, 2021, that causes a change in the timing of receipt

or amount of the Participant's Deferral Amounts (as defined in the MOU) during any Repayment Period.

3. The Participant hereby represents and certifies that all of the payments described in Schedule I hereto, summarized as the Total Intercept, are being made in support of the Participant's working capital loan from the Authority, evidenced by its District Notes, in accordance with Section 17199.4(a) of the Education Code, that the amount stated as the Total Intercept is not in excess of the actual payment obligations due under the District Notes, and that it is not submitting this notice for the purpose of accelerating the Participant's receipt of apportionments under Section 42238.02 of the Education Code, as required under Section 17199.4(d) of the Education Code. These representations and certifications extend to the terms of any revised Schedule I provided to the Controller under Section 2 hereof.

4. Transfers pursuant to Section 1 above shall be paid by wire transfer of immediately available funds to:

Bank: U.S. Bank, N.A.
ABA#: 091000022
FBO: U.S. Bank Trust National Association
Account #: 180121167365
Reference: CSFA 2020-2021 TRANS

[Remainder of page intentionally left blank]

District: Rialto Unified School District

Address: 182 East Walnut Avenue
Rialto, CA 92376

County: San Bernardino

Executed and entered into on the Date set forth on Page 1 of the District's "NOTICE TO THE STATE CONTROLLER PURSUANT TO EDUCATION CODE SECTION 17199.4" attached hereto and incorporated herein.

Rialto Unified School District

By: _____

Name: Mohammad Z. Islam

Title: Associate Superintendent, Business Services

[Signature Page to Intercept Notice]

[Notice to the State Controller Pursuant to Education Code Section 17199.4]

Schedule I

Intercept Payment Amounts and Repayment Periods

<u>Repayment Periods</u>	<u>Payment Amounts</u>
-------------------------------------	-----------------------------------

Total

EXHIBIT B

(Continued)

EFT FORM

STATE OF CALIFORNIA
STATE CONTROLLER'S OFFICE
 ELECTRONIC FUNDS TRANSFER AUTHORIZATION
 FAM 34 (Rev. 11/19)

SECTION A

1. TYPE OF ENROLLMENT ACTION 1. <input type="checkbox"/> NEW 2. <input type="checkbox"/> CHANGE 3. <input type="checkbox"/> CERTIFICATION 4. <input type="checkbox"/> CANCEL	2. ENTITY NAME
--	----------------

SECTION B

1. TYPE OF ACCOUNT <input type="checkbox"/> C (Checking) <input type="checkbox"/> S (Savings)	
2. ROUTING NUMBER <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	3. DEPOSITOR ACCOUNT NUMBER
4. FINANCIAL INSTITUTION NAME	
5. BRANCH NUMBER OR NAME	Telephone Number
6. FINANCIAL INSTITUTION ADDRESS Number and Street	City State Zip

SECTION C

1. CHECK APPROPRIATE BOX <input type="checkbox"/> Authorize direct deposit of payments due the entity named in Section A into the designated account. <input type="checkbox"/> Cancel direct deposit for the entity named in Section A.	
2. CERTIFICATION <input type="checkbox"/> I certify that the entire amounts authorized to be received by this account are not subject to be transferred to a foreign bank account. If this box is not checked, the State Controller's Office will issue all payments by <u>warrant only</u> .	
AUTHORIZED SIGNATURE FOR THE ENTITY NAMED IN SECTION A	PRINT OR TYPE NAME
TELEPHONE NUMBER	DATE

GENERAL INSTRUCTIONS

- To enroll for direct deposit of payments by the State Controller's Office, complete Sections A, B, and C of this form.
- To change, certify, or cancel your existing direct deposit information, complete Sections A, B, and C of this form.
- Contact your financial institution for your routing number and depositor account number.
- Your direct deposit will continue to be deposited into your designated account at your financial institution until the State Controller's Office is notified that you wish to redesignate your account and/or your financial institution. To redesignate, complete and submit a new form with the new information. **DO NOT CLOSE YOUR OLD ACCOUNT UNTIL YOUR FIRST PAYMENT IS DEPOSITED INTO YOUR NEWLY DESIGNATED ACCOUNT AND/OR FINANCIAL INSTITUTION.**
- This authorization remains in full force and effect until the State Controller's Office receives written notification from the entity of its termination, or until the State Controller's Office terminates the agreement.

Return this completed form to:

State Controller's Office
 Attn: Local Reimbursements Section
 Local Government Programs and Services Division
 3301 C Street, Suite 700
 Sacramento, CA 95816
 TEL (916) 322-8733, FAX (916) 323-6527

EXHIBIT C

DISTRICT INFORMATION TO BE PROVIDED FOR PRELIMINARY OFFICIAL STATEMENT

*In the event the District is determined to be a **Non State-Credit Issuer**, or if the District has **District Senior Existing Indebtedness**, the District may be asked to provide the following information for inclusion with the form of Preliminary Official Statement:

- Name of District
- Location by city or cities and county
- Number and type of schools operated
- Current approximate ADA/FTES
- Chart of Second Period ADA or FTES during the current (estimated) and past four years
- Statement as to Positive, Qualified or Negative Certificate from County Office of Education (K-12s only)
- Names and numbers of members of each bargaining unit and status regarding term of current contract or negotiations
- General Fund balance sheets, with audited numbers for Fiscal Years 2018-19, unaudited (or audited, if available) for 2019-20 and budgeted numbers for Fiscal Year 2020-21
- Other Post-Employment Benefits (OPEB): describe premiums paid for retirees, eligibility for retirement among employee groups, and total number of retirees currently receiving OPEB.
- Chart of outstanding long-term debt as of June 30, 2020 (or most current available)
- Sources of alternate liquidity
- Cash Flows for 2019-20 and projections for 2020-21

RESOLUTION CERTIFICATE

I, Joseph W. Martinez, Clerk of the Governing Board of Rialto Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Rialto Unified School District duly and regularly held at the regular meeting place thereof on the 16th day of December, 2020, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

Nancy G. O'Kelley:	_____	Aye	_____	No	_____	Abstain	_____	Absent
Dina Walker:	_____	Aye	_____	No	_____	Abstain	_____	Absent
Joseph W. Martinez:	_____	Aye	_____	No	_____	Abstain	_____	Absent
Stephanie Lewis:	_____	Aye	_____	No	_____	Abstain	_____	Absent
Edgar Montes:	_____	Aye	_____	No	_____	Abstain	_____	Absent

An agenda of said meeting was posted at least 72 hours before said meeting at 182 East Walnut Avenue, Rialto, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$35,000,000.

Dated: December 16, 2020

Joseph W. Martinez
Clerk of the Governing Board
of Rialto Unified School District

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

Rialto Unified School District

By _____
Name:
Title: Board President

Countersigned

By _____
Dr. Cuauhtémoc Avila
Title: Superintendent

The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Tax Certificate and the Clerk’s Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
_____	Board President	_____
Dr. Cuauhtémoc Avila	Superintendent	_____
Mohammad Z. Islam	Associate Superintendent, Business Services	_____
_____	Governing Board Clerk	_____
_____	_____	_____

District: Rialto Unified School District

Address: 182 East Walnut Avenue
Rialto, CA 92376

County: San Bernardino

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Rialto Unified School District

By _____
Name: Mohammad Z. Islam
Title: Associate Superintendent,
Business Services

District: Rialto Unified School District

Address: 182 East Walnut Avenue
Rialto, CA 92376

County: San Bernardino

Executed and entered into on the Closing Date set forth on Page 1 of the DISTRICT TAX CERTIFICATE attached hereto and incorporated herein.

Rialto Unified School District

By _____
Name: Mohammad Z. Islam
Title: Associate Superintendent,
Business Services

District: Rialto Unified School District

Address: 182 East Walnut Avenue
Rialto, CA 92376

County: San Bernardino

Executed and entered into on the Date set forth on Page 1 of the District's "NOTICE TO THE STATE CONTROLLER PURSUANT TO EDUCATION CODE SECTION 17199.4" attached hereto and incorporated herein.

Rialto Unified School District

By _____
Name: Mohammad Z. Islam
Title: Associate Superintendent,
Business Services

[Signature Page to Intercept Notice]

[Notice to the State Controller Pursuant to Education Code Section 17199.4]

FORM OF REQUISITION FROM PROCEEDS ACCOUNT

To: U.S. Bank National Association, as Trustee

From: Rialto Unified School District

Dated: March ____, 2021

Re: California School Finance Authority State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals), Series ____ (the "Program")

Requisition No. _____

The undersigned, on behalf of the Rialto Unified School District (the "Participant"), hereby requests payment, from the Proceeds Account of the Participant established with respect to the Participant's 2020-21 Tax and Revenue Anticipation Notes, Series [____], pursuant to the Program, the amount of \$_____ [by wire/check (circle one)] for purposes for which the Participant is authorized to use and expend moneys loaned to it by the Authority under the CSFA Act. If the payment is by wire, please fill in the following information:

[DISTRICT TO PROVIDE WIRING INSTRUCTIONS TO COUNTY TREASURY POOL WHERE DISTRICT WILL RECEIVE ITS NOTE PROCEEDS]:

Name of Bank: _____

ABA#: _____

Account No. _____

Reference: _____

The undersigned hereby certifies as follows:

1. The amount requisitioned hereby from the Proceeds Account(s) of the Participant does not, as of the date hereof, exceed eighty-five percent (85%) of (a) the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys intended as receipts for the general fund of the Participant and attributable to Fiscal Year 2020-21 and which are generally available for the payment of current expenses and other obligations of the Participant (collectively, "unrestricted revenues") less (b) projected uncollectible unrestricted revenues of the Participant attributable to such Fiscal Year.

2. The amount requisitioned hereby is for a purpose for which the Participant is authorized to use and expend funds loaned to it by the Authority under the CSFA Act.

3. The amount requisitioned hereby (if invested under the Investment Agreement) is not being requisitioned for reinvestment in other investments.

4. Other funds of the Participant are not readily available for expenditure for such purpose with respect to any operating draws.

5. The information contained herein is true and correct as of the date of this Requisition.

6. The representations of the Participant set forth in Section 15 of the Resolution of the Participant, providing for the borrowing of funds for Fiscal Year 2020-21 and the issuance and sale of one or more Series of 2020-21 Tax and Revenue Anticipation Notes therefor and authorizing participation in the Program (the "Participant Resolution") are true and correct in all material respects as though made on and as of this date except to the extent that such representations relate to an earlier date.

7. As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Participant Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

8. [As of the date hereof, the Participant has not filed with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction, and has not received from the County Superintendent of Schools or the State Superintendent of Public Instruction, (a) a negative certification applicable to Fiscal Year 2019-20 or Fiscal Year 2020-21, or (b) a certification applicable to Fiscal Year 2019-20 or Fiscal Year 2020-21 that is lower than the certification held by the Participant on the date the above-captioned Series of Authority Notes were issued, except that, if such Participant provides a certification from the County Superintendent or State Superintendent of Public Instruction, as applicable, that repayment of such Participant's Note and any Additional Notes is probable is given, moneys may be disbursed if the downgrade is to a qualified certification.]

[Remainder of page intentionally left blank.]

District: Rialto Unified School District

Address: 182 East Walnut Avenue
Rialto, CA 92376

County: San Bernardino

Executed and entered into on the Date set forth on Page 1 of the District's "FORM OF REQUISITION FROM PROCEEDS ACCOUNT" attached hereto and incorporated herein.

Rialto Unified School District

By _____
Name: Mohammad Z. Islam
Title: Associate Superintendent,
Business Services



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **ENGLISH LEARNER PROGRAMS NAME CHANGE**

Background: The California Department of Education changed the name of the English Learner Support Division to the Multilingual Support Division in October of 2020. This change encompasses a view that students who bring languages other than English to California’s schools are assets to the school community at-large. The new name also more accurately reflects the work of the division and the assets-based approach toward multilingualism as supported by the California English Learner Roadmap policy adopted in 2017.

Reasoning: Changing the name of English Learner Programs to Multilingual Programs will support an assets-based approach toward multilingualism within the Rialto Unified School District. As the policies of the English Learner Roadmap are put in place and the goals of the California Education for a Global Economy (Ed.GE) are met, this name change will reflect the assets-based outlook and approach to supporting English Learners, migratory students, immigrant students and other multilingual students and their families in the Rialto Unified School District.

Changing the name of English Learner Programs to Multilingual Programs is directly tied to Strategy 3 of Rialto Unified School District’s Strategic Plan: We will create a culture of high expectations within the Rialto Unified School District and our community.

Recommendation: Approve changing the name of English Learner Programs to Multilingual Programs to better reflect the assets-based approach towards multilingualism within the California English Learner Roadmap Policy and the California Education for a Global Economy (Ed.GE) initiative as implemented in the Rialto Unified School District.

Fiscal Impact: No fiscal impact

Submitted by: Marina Madrid, Ed.D.
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **HEALTH AND WELLNESS NATURAL PRESERVE – MORRIS ELEMENTARY SCHOOL**

Background: Morris Elementary School has committed to identifying themselves as an Environmental Literacy School. For three years, Morris Elementary School has been a state recognized school through Green Ribbon Schools - twice at silver level and gold level in 2020. Morris Elementary School now has vegetable gardens, a California native plant garden, citrus groves, and bottled water refilling stations. Their Saving Green Club gives students the opportunity to work outside in the Morris Elementary Community Garden and learn about gardening, science, and healthy living. They have completed the construction of their outdoor classroom where students can learn cross-curricular subjects outdoors. An extension to this area is the mini crop area that is also being waited upon for completion. To continue in their green efforts, specifically Pillar 2: Improve health & wellness, Morris Elementary School also has plans for a health and wellness natural preserve which was written into the Green Ribbon Schools Application last year and this year. This 66,000 square foot area will be the health and wellness focus area for Morris Elementary School. Included in this project is 66,000 square foot turf removal, an artificial turf track, various types of evergreen and deciduous trees, decomposed granite pathways, benches, and a variety of Greenfields Outdoor Fitness equipment. The cost of this project is estimated between \$150,000.00 and \$200,000.00. This is the amount after the \$66,000.00 turf removal reduction.

Reasoning: These exciting learning opportunities to continue the vitalization of outdoor classrooms, gardens, groves, and other items will make Morris Elementary School a greater Environmental Literacy School where students can be environmental leaders in the community.

Recommendation: Approval to move forward with the construction of the health and wellness natural preserve to improve as an Environmental Literacy School at Morris Elementary School.

Fiscal Impact: Not-to-exceed \$200,000.00 – General Fund - District Strategic Funding

Submitted by: Karla Guzman
Reviewed by: Darren McDuffie, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH VMWARE FOR SOFTWARE PURCHASE OF CARBON BLACK AND MONITORING SERVICES**

Background: Rialto Unified School District’s network was attacked by malware on August 21, 2020. As part of the restoration process, the forensic team implemented the use of endpoint detection and response (EDR) software called “Carbon Black”. This software was installed on all Windows end-user devices and servers, which allowed continuous monitoring of threats, protection against user data theft, hacking attempts, and dangerous software downloads. EDR software is used to protect “endpoints”, which are user devices, from threats. EDR technology is typically cloud based technology that deploys tools that gather and analyze data from endpoint devices that are either on or off premises, to reveal potential cyber threats.

The Information Technology staff, along with an outside agency, installed the Carbon Black software on 15,000+ student, teacher and administrator Windows devices over a two week period. This software allowed the forensic team and our staff to begin monitoring activity on the district endpoint devices and servers and prevent any new threats from being carried out.

Reasoning: Before COVID-19, cyber incidents within school districts were already increasing and as of 2016, there have been over 1,062 K-12 cyber incidents reported. In 2019, there was an 82% increase of cyber incidents in comparison to the previous year (2018). As cyber incidents continue to increase in the K-12 community and as students are learning remotely, K-12 school districts need to monitor their endpoint devices and networks continuously to prevent unauthorized access and misuse. This can be achieved by having EDR software and monitoring services that allow districts to ensure a secure environment.

The Information Technology team members reviewed three different EDR products which included: CrowdStrike, Fortinet and Carbon Black via web demonstrations. Since Carbon Black has already been installed on end devices and the team has already dedicated their time learning the Carbon Black platform, the team has chosen Carbon Black for the EDR software and monitoring services.

Recommendation: Approve an agreement with VMWare an annual software purchase of Carbon Black and monitoring services to support endpoint security for 15,000 devices and servers. Annual Software license and monitoring services effective December 17, 2020 through December 16, 2021.

Fiscal Impact: Not-to-exceed \$779,115.06 – CARES Learning Loss Funds and \$779,115.06 San Bernardino County Coronavirus Relief Fund (CRF) Infrastructure grant, for a total of \$1,558,230.12.

Submitted by: Beth Ann Scantlebury
Reviewed by: Darren McDuffie, Ed.D.

Rialto Unified School District
and
California School Employees Association and its Chapter 203
Tentative 2020-2021 Contract Agreement

June 18, 2020

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 2020-2021 bargaining proposals.

Any issue, subject, or matter discussed by the District and CSEA during negotiations over the 2020-2021 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 2020-2021 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 XIII:
PROCEDURES FOR THE EVALUATION OF EMPLOYEES

1. The District shall evaluate all permanent employees no less than once in every two (2) service years. This does not preclude permanent employees from being evaluated annually. All non-permanent employees shall be evaluated during the ~~fourth~~ **second** and ~~eighth~~ **fifth** month of their probationary period. The probationary period shall be for a period of ~~nine (9)~~ **six (6)** months. The probationary period for permanent/promotional employees shall remain as six (6) working months. ~~Note: The probationary period may be extended on a case-by-case basis upon mutual agreement of the District and the Association.~~ Failure to timely evaluate an employee on probationary status, however, shall not entitle the employee to automatic permanent status.
2. Whenever the employee’s evaluation reflects a needs improvement or unsatisfactory rating, the evaluator shall include in the evaluation methods to improve the identified areas of needing improvement and/or unsatisfactory performance.
 - a. See Appendix B for the Performance Report.

- b. The parties agree to the formation of an Evaluation Committee with equal representation from the District and the Association. The Committee will convene at the request of either party to review and make recommendations regarding the Performance Report.

(ALL OTHER LANGUAGE IN THIS ARTICLE WILL REMAIN THE SAME)

ARTICLE XV: TRANSFERS & VACANCIES

PROBATIONARY PERIOD

1. A new employee appointed from an eligibility list shall serve a probationary period of ~~nine (9)~~ six (6) working months in one class before attaining permanency in the classified service. The probationary period may be extended on a case-by-case basis upon mutual agreement of the District and the Association. A permanent employee who has been promoted shall serve a probationary period of six (6) working months in the higher class before attaining permanency in that class. Credit toward completion of probation shall be granted only for service in regular positions in the class after appointment from the eligibility list.
2. An employee who has permanent status in the classified service, and who has been promoted to a higher class, may be demoted during the probationary period to his/her former class. He/she shall be notified in writing of the action, but shall have the right of appeal.
3. Should the work for which a probationary employee has been appointed prove temporary instead of permanent as certified, and should he/she be laid off without fault or delinquency on his/her part before the probationary period is completed, his/her name shall be restored to the eligibility list and the time served shall be credited on his/her probationary period.

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

EXECUTION OF AGREEMENT


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 18th day of June, 2020, which shall commence July 1, 2020:

FOR THE ASSOCIATION:



Todd Tapia,
Security/Surveillance Systems Technician

FOR THE DISTRICT:



Rhonda Kramer
Lead Personnel Agent



Myesha Kennedy,
CSEA Labor Relations Representative



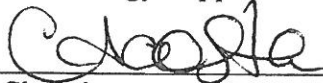
Rhea McIver Gibbs, Ed.D.
Lead Personnel Agent



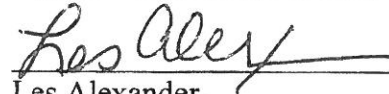
Diana Silva,
Technology Support Technician III



Daniel Distrola,
Agent: Purchasing Services



Christine Acosta,
Mail Room Specialist



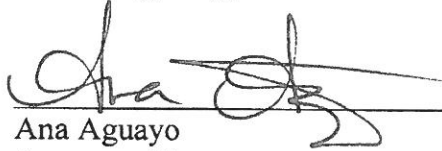
Les Alexander,
Agent: Maintenance & Operations



Wyatt Bareswill,
Technology Support Technician III



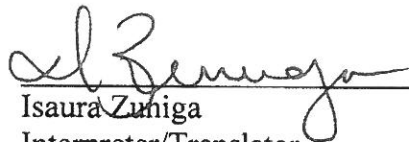
Raul Maciel,
Network Services Manager



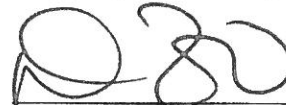
Ana Aguayo
Secretary III



Derek Harris, Lead Risk Management
& Transportation Agent



Isaura Zuniga
Interpreter/Translator



Diane Romo
Lead Fiscal Services Agent

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 Pictures

(Top) A helping hand for Thanksgiving...Werner Elementary School held a Turkey Giveaway on November 24, ahead of Thanksgiving. The Stars partnered with the Smile America Abdi Foundation to pass out more than 200 turkeys with fixings to the community. Here, Ms. Leslie Theroith (left), Werner Elementary School nurse, hands off a bag of food to Ms. Lauri Jenkins, Werner Elementary School Teacher on Special Assignment, during the event.

(Bottom) Tune in for some exciting entertainment. The Carter High School Theatre Department and Thespians, led by CHS Theatre Director, Mr. Rus Miller, will be performing a virtual play, Bad Auditions...On Camera on Friday and Saturday. The play will be streamed via the Lions' YouTube Channel on December 18 and 19. All streams begin at 7:00 PM. Nathan Huizar, CHS Thespians Public Relations Officer, announced the play via a virtual playbill, which can be viewed here: https://youtu.be/I_NLMPT2ulo

