



Board of Education Agenda

Wednesday, December 14, 2022



RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

Mission

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

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

Board of Education

Mr. Edgar Montes, President
Mrs. Stephanie E. Lewis, Vice President
Mrs. Nancy G. O'Kelley, Clerk
Mr. Joseph W. Martinez, Member
Ms. Dina Walker, Member
Steven Gaytan, Student Member

RUSD Superintendent

Dr. Cuauhtémoc Avila

Front Cover Picture:

Rialto Unified School District earned California School Boards Association Golden Bell Award for the second straight year! The RUSD was recognized for its innovative STEM CARES (Science, Technology, Engineering & Math, Cultivating Active Responsible Environmental Stewards) program at the annual Golden Bell Awards ceremony, held December 1, 2022, in the City of San Diego. Celebrating the award from left to right are: **Dr. Cuauhtémoc Avila**, RUSD Superintendent, **Dr. Patricia Chavez**, Lead Innovation Agent, **Dr. Rhea McIver Gibbs**, Lead Strategic Agent, **Mr. Joseph Martinez**, Board Member, **Mrs. Evelyn Dominguez**, RUSD Board Member-elect, **Dr. Edward D'Souza**, Lead Academic Agent, Math/Early Education, **Mrs. Juanita Chan-Roden**, Academic Agent of Science and Career Technical Education, **Mr. Thomas Vasta**, Instruction Strategist at Morris Elementary School, **Ms. Staci Okuno**, Rialto Middle School Teacher, **Mrs. Stephanie E. Lewis**, RUSD Board Vice President, **Brian Montez**, Grounds Supervisor, **Ms. Cynthia Velez**, Eisenhower High School teacher, **Mrs. Tina Brown**, Administrative Agent, and **Armando Urteaga**, Kolb Middle School Principal.

RIALTO UNIFIED SCHOOL DISTRICT
The Bistro – Cesar Chavez/Dolores Huerta Center for Education
324 N. Palm Avenue
Rialto, California 92376

EDGAR MONTES
President

NANCY G. O'KELLEY
Clerk

DINA WALKER
Member



STEPHANIE E. LEWIS
Vice President

JOSEPH W. MARTINEZ
Member

STEVEN GAYTAN
Student Member

CUAUHTÉMOC AVILA, Ed.D.
Superintendent

IMPORTANT PUBLIC NOTICE

Our Board Meetings have returned to in person attendance, with limited accommodations for those members of the community who wish to make public comments.

Board Meetings continue to be available to the public via YouTube stream.

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

- **To access the Board Meeting via live stream, go to “Our Board”, scroll down to “Board Meeting Videos” and click play.**
- **To access the meeting agenda, visit our website and click on “Our Board”, then scroll down to “Agendas and Minutes”.**
- **To make public comments, please arrive five minutes prior to the school Board meeting to allow time for you to submit your public comment request. Remember that comments are limited to three minutes on each item on or off the agenda.**
- **If you have any questions, please contact Martha Degortari, Executive Administrative Agent, at mdegorta@rialtousd.org, or 1(909) 820-7700, ext. 2124.**
- **To access the Spanish version of the Board meeting: United States Toll +1(408) 418-9388 Access Code – 960 675 512 #.**



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

December 14, 2022

**The Bistro - Cesar Chavez/Dolores Huerta Center for Education
324 N. Palm Avenue
Rialto, California 92376**

Board Members:

**Edgar Montes, President
Stephanie E. Lewis, Vice President
Nancy G. O'Kelley, Clerk
Joseph W. Martinez, Member
Dina Walker, Member
Steven Gaytan, 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

A.1 CALL TO ORDER - 5:30 p.m.

A.2 OATH OF OFFICE

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:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

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; 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.4.4 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)
and/or (d)(3). CONFERENCE WITH LEGAL COUNSEL -
ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE
LITIGATION**

Number of Potential Claims: 1

A.4.5 REVIEW OF LIABILITY CLAIM NO. 22-23-03

A.4.6 REVIEW OF LIABILITY CLAIM NO. 22-23-04

A.4.7 CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)

Designated Representative: Board President, Edgar Montes

Unrepresented Employee: Cuauhtémoc Avila, Ed.D.

A.5 ADJOURNMENT OF CLOSED SESSION

Moved _____

Seconded _____

Vote by Board Members to adjourn Closed Session:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

Time: _____

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

A.7 PLEDGE OF ALLEGIANCE

A.8 OATH OF OFFICE

A.9 REPORT OUT OF CLOSED SESSION

A.10 REORGANIZATION OF THE BOARD OF EDUCATION

A.10.1 ELECTION OF PRESIDENT OF THE BOARD OF EDUCATION

Moved _____

Seconded _____

_____ elected President of the Board of Education.

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

A.10.2 ELECTION OF VICE PRESIDENT OF THE BOARD OF EDUCATION

Moved _____

Seconded _____

_____ elected Vice President of the Board of Education.

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

A.10.3 ELECTION OF CLERK OF THE BOARD OF EDUCATION

Moved _____

Seconded _____

_____ elected Clerk of the Board of Education.

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

A.10.4 ELECTION OF VOTING REPRESENTATIVE TO COUNTY COMMITTEE

Moved _____

Seconded _____

_____ elected Voting Representative to County Committee.

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

A.10.5 ELECTION OF ALTERNATE VOTING REPRESENTATIVE TO COUNTY COMMITTEE

Moved _____

Seconded _____

_____ elected Alternate Voting Representative to County Committee.

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

A.11 ADOPTION OF AGENDA

Moved _____

Seconded _____

Vote by Board Members to adopt the agenda:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

B. PRESENTATIONS

B.1 MIDDLE SCHOOL - DISTRICT STUDENT ADVISORY COMMITTEE (DSAC)

C. COMMENTS

C.1 PUBLIC COMMENTS NOT ON THE AGENDA

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 THE STUDENT BOARD MEMBER

C.4 COMMENTS FROM THE SUPERINTENDENT

C.5 COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION

D. PUBLIC HEARING 25

D.1 PUBLIC INFORMATION

**D.1.1 FIRST QUARTER WILLIAMS REPORT (JULY - SEPTEMBER) 26
FISCAL YEAR 2022-2023**

D.2 OPEN PUBLIC HEARING

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

Moved _____

Seconded _____

Vote by Board Members to open Public Hearing:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

Time: _____

**D.2.1 RESOLUTION NO. 22-23-31 – APPROVING AN AGREEMENT 28
FOR BATTERY ENERGY STORAGE SERVICES WITH ONYX
DEVELOPMENT GROUP LLC. AND DELEGATING
AUTHORITY TO TAKE RELATED ACTIONS**

DISCUSSION

D.3 CLOSE PUBLIC HEARING

Moved _____

Seconded _____

Vote by Board Members to Close Public Hearing:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

Time: _____

D.4 OPEN PUBLIC HEARING

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

Moved _____

Seconded _____

Vote by Board Members to open Public Hearing:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

Time: _____

D.4.1 FORM FOR PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT (AB1200) - CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 203 (CSEA)

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.

DISCUSSION

D.5 CLOSE PUBLIC HEARING

Moved _____

Seconded _____

Vote by Board Members to Close Public Hearing:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

Time: _____

E. CONSENT CALENDAR ITEMS

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

Moved _____

Seconded _____

Vote by Board Members to approve Consent Calendar items:

_____ Preferential Vote by Student Board Member, Steven Gaytan

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

E.1 GENERAL FUNCTIONS CONSENT ITEMS

E.1.1 REPEAL BOARD POLICY 5118 - OPEN ENROLLMENT TRANSFERS ACT 35

Repeal Board Policy 5118, Open Enrollment Transfers Act, effective December 15, 2022.

E.1.2 FIRST READING OF REVISED BOARD POLICY 3350; TRAVEL EXPENSES 39

Approve the first reading of revised Board Policy 3350; Travel Expenses.

E.1.3 FIRST READING OF BOARD POLICY 3523; ELECTRONIC SIGNATURES 43

Approve the first reading of Board Policy 3523; Electronic Signatures.

E.2 INSTRUCTION CONSENT ITEMS - None

E.3 BUSINESS AND FINANCIAL CONSENT ITEMS

E.3.1 WARRANT LISTING AND PURCHASE ORDER LISTING

Approve the Warrant Listing Register and Purchase Order Listing for all funds from October 28, 2022 through November 27, 2022, (Sent under separate cover to Board Members). A copy for public review will be available on the District's website.

E.3.2 DONATIONS

46

Accept the listed donations from DonorsChoose, and that a letter of appreciation be sent to the donor.

E.3.3 SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS – NUTRITION SERVICES

47

Declare the specified surplus equipment and miscellaneous items as obsolete and not serviceable for school use and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546.

E.3.4 SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS

48

Declare the specified surplus equipment and miscellaneous items as obsolete and not serviceable for school use and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546.

E.3.5 DISCARD SURPLUS INSTRUCTIONAL MATERIALS

49

Approve the discarding of surplus instructional materials.

E.3.6 MEMORANDUM OF UNDERSTANDING (MOU) WITH TREE PEOPLE

50

Approve the Memorandum of Understanding (MOU) with the Tree People and allow the District to receive and plant 300 trees between the 2022-2025 school year, effective December 15, 2022, at no cost to the District.

E.3.7	MEMORANDUM OF UNDERSTANDING WITH THE UPWARD BOUND PROGRAM AT THE UNIVERSITY OF CALIFORNIA, RIVERSIDE	51
	Approve a renewal Memorandum of Understanding with the Upward Bound Program at the University of California, Riverside to provide services at Eisenhower High School, effective December 15, 2022 through August 31, 2027, at no cost to the District.	
E.3.8	ACCEPT THE CALIFORNIA FARM TO SCHOOL INCUBATOR GRANT – RIALTO MIDDLE SCHOOL	52
	Accept the one-time California Farm to School Incubator Grant for Rialto Middle School in the amount of \$150,000.00 for the 2022-2023 and 2023-2024 school years.	
E.3.9	REJECT ALL PROPOSALS FOR REQUEST FOR PROPOSALS (RFP) NO. 22-23-004 WIDE AREA NETWORK EQUIPMENT	53
	Reject all proposals for Request for Proposals (RFP) No. 22-23-004 Wide Area Network Equipment, at no cost to the District.	
E.3.10	APPROVAL TO ATTEND CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) 2023 ANNUAL CONFERENCE	54
	Approve fifteen (15) Rialto Unified School District parents/guardians on the District English Learner Advisory Committee (DELAC) and/or parents of English Learners, to attend the CABE 2023 Annual Conference from March 22, 2023 through March 25, 2023, at a cost not-to-exceed \$15,000.00, and to be paid from Title III.	
E.3.11	AGREEMENT WITH JOHN R. BYERLY, INC. TO CONDUCT A GEOTECHNICAL INVESTIGATION REQUIRED FOR THE INTERNATIONAL HEALING GARDEN PROJECT	55
	Approve an agreement with John R. Byerly, Inc. to conduct a geotechnical investigation for the International Healing Garden Project, effective December 15, 2022 through December 31, 2023, at a cost not-to-exceed \$12,420.00, and to be paid from Fund 40 - Special Reserve Capital Outlay Projects.	

- E.3.12 AGREEMENT WITH JOHN R. BYERLY, INC. TO CONDUCT A GEOTECHNICAL INVESTIGATION REQUIRED FOR THE ZUPANIC VIRTUAL ACADEMY PROJECT** 56
- Approve the agreement with John R. Byerly, Inc. to conduct a geotechnical investigation for the Zupanic Virtual Academy Project, effective December 15, 2022 through December 31, 2023, at a cost not to exceed \$10,325.00, and to be paid from the Fund 25 – Capital Facilities Fund.
- E.3.13 AGREEMENT WITH PADGETT’S CLEANING & RESTORATION, INC.** 57
- Ratify an agreement with Padgett’s Cleaning & Restoration, Inc. to provide restoration services at the District Office’s annex building, effective November 18, 2022 through January 31, 2023, at a cost not-to-exceed \$48,780.00, and to be paid from the General Fund.
- E.3.14 AGREEMENT WITH CENTER FOR YOUTH AND COMMUNITY - HUGHBANKS AND WERNER ELEMENTARY SCHOOLS** 58
- Approve an agreement with the Center for Youth and Community Development to provide afterschool tutoring for 120 students, 60 per school, at Hughbanks and Werner Elementary Schools, effective December 15, 2022 through June 30, 2023, at no cost to the District.
- E.3.15 AGREEMENT WITH UNIVERSAL ENGINEERING SCIENCES TO PROVIDE SPECIAL INSPECTION AND MATERIALS TESTING SERVICES FOR THE SIX FOOT HIGH RETAINING WALL ALONG THE SOUTH SIDE PROPERTY LINE AT RIALTO HIGH SCHOOL** 59
- Approve the agreement with Universal Engineering Sciences to provide special inspection and materials testing services for the 6-foot-high retaining wall along the south side property line at Rialto High School, effective December 15, 2022 through December 31, 2023, at a cost not-to-exceed \$15,857.00, and to be paid from the General Fund.

E.3.16	AGREEMENT WITH DR. NOMA LEMOINE & ASSOCIATES	60
	<p>Approve a renewal agreement with Dr. Noma LeMoine & Associates to provide two days of professional development training in the area of culturally and linguistically responsive instruction, effective December 15, 2022 through June 30, 2023, at a cost not-to-exceed \$14,000.00, and to be paid from the General Fund.</p>	
E.3.17	AGREEMENT WITH ACCESS COMMUNICATION & EDUCATION WITH SIGN LANGUAGE EDUCATION & INTERPRETING SERVICES	61
	<p>Approve an agreement with Access Communication & Education with Sign Language Education & Interpreting Services to provide ASL interpretation services, effective December 15, 2022 through June 30, 2023, at a cost not-to-exceed \$3,000.00, and to be paid from the General Fund.</p>	
E.3.18	AGREEMENT WITH ART SPECIALTIES, INC. – FRISBIE MIDDLE SCHOOL	62
	<p>Approve an agreement with Art Specialties, Inc. to provide artwork in the eSports labs at Frisbie Middle Schools, effective December 15, 2022 through June 30, 2023, at a cost not-to-exceed \$24,183.45, and to be paid from the General Fund.</p>	
E.3.19	AGREEMENT WITH BRAINPOP, LLC - KUCERA MIDDLE SCHOOL	63
	<p>Approve a renewal agreement with BrainPOP LLC Kucera Middle School to provide supplemental lessons and activities in core content areas, effective December 15, 2022 through June 30, 2023, at a cost not-to-exceed \$3,515.00, and to be paid from the General Fund.</p>	
E.3.20	AGREEMENT WITH CHARACTER STRONG – KUCERA MIDDLE SCHOOL	64
	<p>Amend an agreement with Character Strong, Inc. to change the funding source from Title I to the General Fund provide 965 student licenses at Kucera Middle School, effective October 20, 2022 through June 30, 2023, at a cost not-to-exceed \$7,000.00, and to be paid from the General Fund.</p>	

- E.3.21 AGREEMENT WITH THE DAIRY COUNCIL OF CALIFORNIA - FITZGERALD ELEMENTARY SCHOOL** **65**
- Approve an agreement with The Dairy Council of California to provide an educational assembly at Fitzgerald Elementary School, effective December 15, 2022 through June 30, 2023, at no cost to the District.
- E.3.22 AGREEMENT WITH DOCUSIGN, INC.** **66**
- Approve a renewal agreement with DocuSign, Inc., for 5,000 electronic envelopes for a cost not-to-exceed \$30,200.00, effective December 15, 2022 through June 30, 2025, at a cost not-to-exceed \$30,200.00, and to be paid from the General Fund.
- E.3.23 AGREEMENT WITH INNOVATEED** **67**
- Approve a renewal agreement with InnovateEd to provide full support training sessions for Rialto and Carter High School for the 2022-2023 school year, at a cost not-to-exceed \$33,000.00, and to be paid from the General Fund (Title I).
- E.3.24 AGREEMENT WITH LEARNING A-Z** **68**
- Approve a renewal agreement with Learning A-Z to support small group instruction and resources for personalized reading practice at Boyd, Garcia, and Simpson Elementary Schools, effective December 15, 2022 through January 1, 2024, at a cost not-to-exceed \$8,213.00, and to be paid from the General Fund (Title I).
- E.3.25 AGREEMENT WITH ART DRAGON, KAREN THURMAN-PALMER AND HAQUMAI SHARPE** **69**
- Approve an agreement with Art Dragon, Karen Thurman-Palmer and Haqumai Sharpe for adjudicating services at the District Music Festival effective January 1, 2023 through June 30, 2023, at a cost not-to-exceed \$6,000.00, and to be paid from the General Fund.

E.3.26	AGREEMENT WITH NATIONAL CURRICULUM OF TRAINING INSTITUTE (NCTI)	70
	<p>Approve an agreement with National Curriculum Training Institute (NCTI) to train Safety Intervention Officers to assist with evidence based behavioral strategies for Tier I & Tier II social emotional support services to Rialto Unified School District students, effective December 19, 2022 through December 23, 2022, at a cost not-to-exceed \$22,475.00, and to be paid from the General Fund (Title IV).</p>	
E.3.27	AGREEMENT WITH PANORAMA EDUCATION - KUCERA MIDDLE SCHOOL	71
	<p>Amend an agreement with Panorama Education to provide 965 student licenses at Kucera Middle School with an increased cost of \$100.00 for a total cost not-to-exceed \$6,600.00, effective December 15, 2022 through November 17, 2023, and to be paid from the General Fund (Title I).</p>	
E.3.28	AGREEMENT WITH PEAR DECK - RIALTO HIGH SCHOOL	72
	<p>Approve an amendment to the Agreement with Pear Deck to increase the cost by \$2,983.86 for a total cost not-to-exceed \$6,736.86 for the school year 2022-2023, effective November 1, 2022 through October 31, 2023, and to be paid from the General Fund (Title I).</p>	
E.3.29	AGREEMENT WITH POSITIVE PREVENTION PLUS INC.	73
	<p>Amend an agreement with Rockwell Printing Inc. to reflect the correct name of Positive Prevention Plus to provide professional development for all seventh grade science teachers and ninth grade health credentialed teachers, at no cost to the District.</p>	
E.3.30	AGREEMENT WITH URBAN ED, LLC - KOLB MIDDLE SCHOOL	74
	<p>Approve an agreement with Urban Ed, LLC, to provide mentoring services to 25 African American students at Kolb Middle School, effective December 15, 2022, through June 1, 2023, at a cost not-to-exceed \$24,999.00, and to be paid from the General Fund (Title I).</p>	

E.3.31	AGREEMENT WITH WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES (WASC) RIALTO ADULT SCHOOL	75
	Approve the reimbursement for four (4) Western Association of Schools and Colleges (WASC) visiting committee member's expenses for Rialto Adult School from March 26, 2023 through March 29, 2023, at a cost not-to-exceed \$8,000.00, and to be paid from the California Adult Education Program (CAEP).	
E.3.32	AGREEMENT WITH WEVIDEO - FRISBIE MIDDLE SCHOOL	76
	Approve a renewal agreement with WeVideo to provide 21st Century skills for 110 students at Frisbie Middle School for the 2022-2023 school year, effective December 15, 2022 through June 30, 2023, at a cost not-to-exceed \$999.46, and to be paid from the General Fund.	
E.4	FACILITIES PLANNING CONSENT ITEMS - None	
E.5	PERSONNEL SERVICES CONSENT ITEMS	
E.5.1	PERSONNEL REPORT NO. 1289 FOR CLASSIFIED AND CERTIFICATED EMPLOYEES	77
	Approve Personnel Report No. 1289 for classified and certificated employees.	
E.6	MINUTES	90
E.6.1	MINUTES OF REGULAR BOARD OF EDUCATION MEETING HELD NOVEMBER 16, 2022	91
	Approve the minutes of the Regular Board of Education Meeting held November 16, 2022.	

F. DISCUSSION/ACTION ITEMS

130

F.1 AGREEMENT WITH THE CENTER FOR CULTURALLY RESPONSIVE TEACHING AND LEARNING

131

Moved _____

Seconded _____

Amend an agreement with Dr. Sharroky Hollie’s Center for Culturally Responsive Teaching and Learning to provide Validate, Affirm, Build and Bridge (VABB) Academy services for sixteen (16) schools with an increased cost of \$9,000.00 for a total cost not-to-exceed \$53,000.00, effective September 22, 2022 through June 30, 2023, and to be paid from the General Fund.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O’Kelley

F.2 AGREEMENT WITH PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE)

132

Moved _____

Seconded _____

Approve a renewal agreement with the Parent Institute for Quality Education (PIQE) to facilitate parent engagement programs at Dunn, Fitzgerald, Henry, Morgan, Preston, and Werner Elementary Schools, effective December 15, 2022 through June 30, 2023, at a cost not-to-exceed \$77,500.00, and to be paid from General Fund (Title I).

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.3 AGREEMENT WITH AUTISM SPECTRUM INTERVENTION SERVICES AND TRAINING

133

Moved _____

Seconded _____

Amend an agreement with Autism Spectrum Intervention Services & Training to provide Applied Behavior Aides (ABA) increasing the cost of the contract by \$600,000.00 for a total cost of \$1,000,000.00, effective December 15, 2022 through June 30, 2023, and to be paid from the General Fund.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.4 AUTHORIZATION FOR THE PURCHASE OF PORTABLE CLASSROOMS FROM SILVER CREEK INDUSTRIES, LLC UTILIZING A PUBLIC CONTRACT AWARDED THROUGH HESPERIA UNIFIED SCHOOL DISTRICT AS PART OF BID NO. 22.001

134

Moved _____

Seconded _____

Authorize the Purchase of Portable Classrooms from Silver Creek Industries, LLC utilizing a Public Contract Awarded through Hesperia Unified School District as part of Bid No. 22-001, at a cost not-to-exceed \$2,182,159.40, and to be paid from Fund 25 – Capital Facilities Fund.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.5 FIRST INTERIM FINANCIAL REPORT

135

Moved _____

Seconded _____

Approve the FY 2022-2023 First Interim Financial Report as presented.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.6 RESOLUTION NO. 22-23-31 - AGREEMENT FOR BATTERY ENERGY STORAGE SERVICES AND DELEGATING AUTHORITY TO TAKE RELATED ACTIONS

136

Moved _____

Seconded _____

Adopt Resolution No. 22-23-31, providing an agreement for Battery Energy Storage Service with Onyx Development Group LLC and Delegating Authority to Take Related Actions, at no cost to the District, as the proposed Energy Conservation Agreement will provide that the energy cost savings attributable to the projects shall exceed the costs to the District of those projects.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.7 TENTATIVE SETTLEMENT AGREEMENT BETWEEN RIALTO UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 203 (CSEA)

140

Moved _____

Seconded _____

Approve the Tentative Settlement Agreement between Rialto Unified School District and California School Employees Association, Chapter 203 (CSEA) for the 2022-2023 school year.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.8 LIABILITY CLAIM NO. 22-23-03 REJECTION

167

Moved _____

Seconded _____

Deny Liability Claim No. 22-23-03.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.9 LIABILITY CLAIM NO. 22-23-04 REJECTION

168

Moved _____

Seconded _____

Deny Liability Claim No. 22-23-04.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.10 EMPLOYMENT CONTRACT FOR SUPERINTENDENT, CUAUHTÉMOC AVILA, ED.D.

Moved _____

Seconded _____

Approve the contract for employment with Cuauhtémoc Avila, Ed.D. for service as District Superintendent. Prior to vote on this item, consistent with Government Code Section 54943, the Board President will orally report a summary of the salary and compensation provided under the contract.

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.11 ADMINISTRATIVE HEARING

Moved _____

Seconded _____

Case Numbers:

22-23-34

22-23-28

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

F.12 STIPULATED EXPULSIONS

Moved _____

Seconded _____

Case Numbers:

22-23-33

22-23-17

DISCUSSION

Vote by Board Members:

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

G. ADJOURNMENT

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on January 11, 2023, at 7:00 p.m. at the Dr. John Kazalunas Education Center, 182 East Walnut Ave, Rialto, California.

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, Steven Gaytan

_____ Evelyn Dominguez

_____ Stephanie E. Lewis

_____ Joseph W. Martinez

_____ Edgar Montes

_____ Nancy G. O'Kelley

PUBLIC HEARING



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **FIRST QUARTER WILLIAMS REPORT (JULY - SEPTEMBER)
FISCAL YEAR 2022-2023**

Per Education Code section 1240, the San Bernardino County Superintendent of Schools (SBCSS) staff has visited all schools subject to Williams Settlement monitoring for the 2022-2023 fiscal year for instructional materials sufficiency and facility review purposes. Assembly Bill 599 became effective on January 1, 2022, and updated the criteria for schools eligible for monitoring under the Williams Settlement legislation beginning with the 2022-2023 school year. Schools that meet any of the criteria listed below are subject to monitoring this fiscal year: Eligible for Comprehensive Support and Improvement (CSI) or Additional Targeted Support and Improvement (ATSI) in 2019-2020; and Fifteen percent or more of the school’s teachers do not possess a valid and clear or preliminary teaching credential (teacher assignment data based on Census Date – October 2020.)

Additionally, Education Code section 1240(c)(2)(C) requires that the results of the visits be reported to the governing board at a regularly scheduled meeting.

School Facilities: As part of the Williams site visitation process, facilities inspections took place between August 18 and August 31, 2022, at nine (9) elementary schools and two (2) middle schools. These findings were reported in the first quarterly reports generated in October 2022.

	Instructional Materials Insufficiencies	School Facilities Extreme Deficiencies	School Facilities Good Repair Deficiencies	SARC	Teacher Assignment Monitoring
Bemis ES	0	0	2	0	0
Casey ES	0	0	8	0	0
Fitzgerald ES	0	0	1	0	0
Henry ES	0	0	2	0	0
Hughbanks ES	0	0	3	0	0
Morgan ES	0	0	1	0	0
Morris ES	0	0	9	0	0
Preston ES	0	0	11	0	0
Werner ES	0	0	13	0	0
Frisbie MS	0	0	4	0	0
Kucera MS	0	0	14	0	0

The School Facilities “Good Repair” Deficiencies reflected in this report were observed with some of the good repair deficiencies remedied prior to the end of the visit, and others with Work Orders in place to correct the deficiencies.

There are **no** findings to report in the following areas:

Instructional Materials: No insufficiencies were observed, or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

School Accountability Report Cards (SARC): The SARC reviews for the 2022-23 fiscal year began October 1, 2022, and will conclude by December 30, 2022. Findings will be included in the second quarterly report.

Teacher Assignments: The annual assignment monitoring review for the 2021-22 fiscal year is currently in progress (August 1, 2022, through November 1, 2022) and findings will be included in the second quarterly report.

The annual assignment monitoring review for the 2022-23 fiscal year is scheduled to take place between April and June 2023, and findings will be included in the corresponding quarterly report.

This report serves as the District’s first quarterly report for the 2022-23 fiscal year.

Submitted and Reviewed by: Diane Romo

**RIALTO UNIFIED SCHOOL DISTRICT
Business Services
182 East Walnut Avenue
Rialto, CA 92376**

PUBLIC HEARING NOTICE

**RESOLUTION NO. 22-23-31 – APPROVING AN AGREEMENT FOR
BATTERY ENERGY STORAGE SERVICES
WITH ONYX DEVELOPMENT GROUP LLC.
AND DELEGATING AUTHORITY TO TAKE RELATED ACTIONS**

NOTICE IS HEREBY GIVEN of the intention of the Board of Education of the Rialto Unified School District (“District”) to consider entering into a contract (“Agreement”) with Onyx Development Group LLC. for Battery Energy Storage Services and Delegating Authority to take Related Actions in accordance with California Government Code Section 4217.10 et seq. The purpose of the public hearing is to consider and make findings as required by the applicable statutes during said public hearing; and if determined to be in the District’s best interests, adopt a resolution to enter into said agreement.

The public hearing will be held on December 14, 2022, at 7:00 p.m. at the Rialto Unified School District – **The Bistro, 324 N Palm Avenue, Rialto, CA 92376.**

Questions and/or comments should be directed to Diane Romo, Lead Business Services Agent, at (909) 820-7700 ext. 2212.



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.



Nicole Albiso,
Lead Fiscal Services Agent

December 9, 2022

**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 12/14/22

A. PERIOD OF AGREEMENT:
The proposed bargaining agreement covers the period beginning and ending 07/01/22
for the following fiscal years **2022-2023** 06/30/23
2022-2023

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	\$92,188,445.82
2.	Current Year Costs After Agreement	\$100,313,802.27
3.	Total Cost Change	\$8,125,356.45
4.	Percentage Change	8.81%
5.	Value of a 1% Change	\$670,683.66

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)	6.56%
	(% change for one time bonus/stipend or salary reduction)	2.0%
2.	Step & Column (Average % Change Over Prior Year Salary Schedule)	0.9%
3.	TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	10%
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)	180

**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	\$43,490,431.82
2.	Cost of Benefits After Agreement	\$45,716,006.50
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:	\$493,333,243.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$14,799,997.29

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)	\$14,799,997.29
5.	Unassigned/Unappropriated (Object 9790)	\$15,809,281.00
6.	Total Reserves: (Object 9789 + 9790)	\$30,609,278.29

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	--	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$30,609,278.29
9.	Percentage of General Fund Expenditures/Uses	6.20%
	Difference between District Reserves and Minimum State Requirement	\$15,809,281.00

**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

The Classified Salary Schedules will be increased by 6.56% for FY 2022-23. All Classified staff will receive a one-time 2% off schedule bonus based on the base salary as of September 1, 2022. Effective July 1, 2022, the Classified Services Salary Schedule will have a new 6th column. This additional column was added in exchange for CSEA becoming part of the REA medical plan design starting July 1, 2023. Employees with a Masters Degree will be eligible to receive an additional 5% of their base salary. Mail Room, Print Shop, and Nutrition Services Personnel will be eligible for a \$15.00 per month shoe allowance. All hours worked in excess of eight (8) hours on the sixth (6th) or seventh (7th) consecutive day of work shall be compensated at two times the regular rate of pay.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

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

General Fund, Adult Fund, Child Development Fund, and Child Nutrition Fund.

**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

12/8/22

Date

Chief Business Official- signature

12/6/22

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 12/14/2022 *took action to approve the proposed Agreement with the* CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) *Bargaining Unit.*

*President, Governing Board
(signature)*

Date

CONSENT CALENDAR ITEMS



TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **REPEAL BOARD POLICY 5118 - OPEN ENROLLMENT TRANSFERS ACT**

Background: The Open Enrollment Act is based on the former California Department of Education accountability system which utilized the Academic Performance Index (API). Under the California Education Code (EC) sections 48350-4836 students enrolled in a low-achieving school had the option to transfer to a different school with a higher API than the student's school of residence.

Reasoning: In March 2017, the California State Board of Education and the California Department of Education, launched a new state accountability system to replace the API. This new, multiple-measures system provides a fuller picture of how districts and schools are addressing the needs of their students while also identifying the specific strengths and areas in need of improvement. The new accountability and continuous improvement system was implemented using an online tool known as the California School Dashboard. As a result, the CDE can no longer identify lowest-achieving schools under the provisions of the Open Enrollment Act.

Recommendation: Repeal Board Policy 5118, Open Enrollment Transfers Act, effective December 15, 2022.

Fiscal Impact: No fiscal impact

Submitted by: Norberto Perez
Reviewed by: Patricia Chavez, Ed.D.



RIALTO UNIFIED SCHOOL DISTRICT

Students

BP 5118(a)

Open Enrollment Act Transfers - **REPEALED**

~~The Board of Education desires to offer enrollment options in order to provide children with opportunities for academic achievement and their diverse needs. Such options shall also be provided to children who reside within another district's boundaries in accordance with law, Board policy, and administrative regulation.~~

~~Whenever a student is attending a District school on the Open Enrollment List as identified by the Superintendent of Public Instruction, he/she may transfer to another school within or outside of the District, as long as the school to which he/she is transferring has a higher Academic Performance Index. (Education Code 48354, 48356)~~

~~A parent/guardian whose child is attending a District school on the Open Enrollment List and who wishes to have his/her child attend another school within the District shall apply for enrollment using BP/AR 5116.1—Intradistrict Open Enrollment.~~

~~(cf. 5116.1—Intradistrict Open Enrollment)~~

~~(cf. 5117—Interdistrict Attendance)~~

~~In order to ensure that priorities for enrollment in District schools are implemented in accordance with law, the Board hereby waives the January 1 deadline in Education Code 48354 for all applications for transfer from nonresident parents/guardians of children attending a school on the Open Enrollment List in another district. Transfer applications shall be submitted between January 2 and January 31 of the preceding school year for which the transfer is requested.~~

~~(cf. 5111.1—District Residency)~~

~~(cf. 5111.12—Residency Based on Parent/Guardian Employment)~~

~~The Board may deny a transfer out of or into the District upon determination by the Board that the transfer would negatively impact a court-ordered or voluntary desegregation plan in accordance with Education Code 48355~~

Standards for Rejection of Transfer Applications

~~Pursuant to Education Code 48356, the Board has adopted the following standards for acceptance and rejection of transfer applications submitted by a parent/guardian of a student attending a school in another district on the Open Enrollment List. The Superintendent or designee shall apply these standards in accordance with Board policy and administrative regulation and shall ensure that the standards are applied uniformly and consistently.~~

Open Enrollment Act Transfers

~~As applicable, the Superintendent or designee may deny a transfer application under any of the following circumstances:~~

- ~~1. Upon a determination that approval of the transfer application would negatively impact the capacity of a program, class, grade level, or school building, including:

 - ~~a. The class or grade level exceeding the District's limits pursuant to the state Class Size Reduction Program or the Morgan/Hart Class Size Reduction Program for Grades 9-12~~
 - ~~b. The site, classroom, or program exceeding the maximum student teacher ratio specified in the District's collective bargaining agreement~~
 - ~~c. The site or classroom exceeding the physical capacity of the facility pursuant to the District's facilities master plan or other facility planning document~~
 - ~~d. The class or grade level exceeding capacity pursuant times #a #c above in subsequent years as the student advances to other grade levels at the school~~~~

~~(cf. 6151—Class Size)~~

~~(cf. 7110—Facilities Master Plan)~~

- ~~2. Upon a determination that approval of the transfer application would have an adverse financial impact on the District, including:

 - ~~a. The hiring of additional certificated or classified staff~~
 - ~~b. The operation of additional classrooms or instructional facilities~~
 - ~~c. Expenses incurred by the District that would not be covered by the apportionment of funds received from the state resulting in a reduction of the resources available to resident students~~~~

Appeal Process for Denials of Transfer Applications

~~A parent/guardian may appeal the District's denial of a transfer application to the Board by filing a written request of appeal with the Superintendent or designee within 10 days of the receipt of the written notification of denial. In addition, a parent/guardian who believes he/she has been subject to discrimination may file an appeal using the District's Uniform Complaint Procedures.~~

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

Open Enrollment Act Transfers

~~The Board shall schedule an appeal hearing as soon as practicable at a regular or special meeting of the Board. At the hearing, the parent/guardian shall have the right to present oral or written evidence, rebut District evidence, and question any District witnesses. Unless the parent/guardian requests that the hearing be held in open session, the hearing shall be held in closed session in order to protect the privacy of students in accordance with law.~~

~~(cf. 9321—Closed Session Purposes and Agendas)~~

~~The Board shall make its decision by the next regularly scheduled meeting and shall send its decision to all concerned parties. The Board's decision shall be final.~~

Program Evaluation

~~The Superintendent or designee shall collect data regarding the number of students who transfer out of the District pursuant to the Open Enrollment Act. He/she also shall collect data regarding the number of students who apply to transfer into the District, the number of requests granted, denied, or withdrawn, and the District schools and programs receiving applications.~~

~~When the Superintendent or designee anticipates that a particular school will receive a large number of transfer applications, he/she shall study the enrollment pattern at that school in order to anticipate future resident enrollment at the school and at the District schools into which those students would normally matriculate.~~

~~The Superintendent or designee shall regularly report to the Board regarding the implementation of this program.~~

Policy Reference Disclaimer: ~~These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.~~

Notice

Description

Unique Policy

~~[This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from CSBA.](#)~~

Policy

Adopted: February 23, 2011

Repealed:

RIALTO UNIFIED SCHOOL DISTRICT

Rialto, California



RIALTO UNIFIED SCHOOL DISTRICT

Business and Noninstructional Operations

BP 3350(a)

TRAVEL EXPENSES

The Board of Education recognizes that District employees may incur expenses in the course of performing their assigned duties and responsibilities. To ensure the prudent use of public funds, the Superintendent or designee shall establish rules to keep such expenses to a minimum while affording employees a reasonable level of safety and convenience.

The Board shall authorize payment for actual and necessary expenses, including travel, incurred by any employee performing authorized services for the District, whether within or outside District boundaries.

The Superintendent or designee shall establish procedures for the approval of travel requests and the submission and verification of expense claims. He/she also shall establish reimbursement rates in accordance with law and Board policy.

An employee shall obtain approval from the Superintendent or designee prior to traveling, through the submission and approval of a Travel Request (TRV). The Superintendent or designee may approve travel requests in accordance with the adopted budget and upon determining that the travel is authorized or assigned by the employee's supervisor, is necessary to attend a conference or other staff development opportunity to enhance employee performance, and/or is otherwise necessary to the performance of the employee's duties. Travel expenses not previously budgeted may be approved on a case-by-case basis by the Superintendent or designee if he/she determines that the travel is essential and that resources may be obtained or redirected for this purpose.

All out-of-state travel for which reimbursement will be claimed shall be approved in advance by the Superintendent, and all out-of-state travel for the Superintendent shall be approved in advance by the Board president or designee.

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge or road tolls, lodging when District business reasonably requires an overnight stay, registration fees for seminars and conferences, telephone and other communication expenses incurred on District business, and other necessary incidental expenses.

The District shall not reimburse personal travel expenses including, but not limited to, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on District-related business, personal use of an automobile and personal losses or traffic violation fees incurred while on District business.

Reimbursement of travel expenses shall be based on actual expenses as documented by receipts.

TRAVEL EXPENSES

Authorized employees shall be reimbursed for the use of their own private vehicles in the performance of assigned duties, on either a mileage or monthly basis as determined by the Superintendent or designee. Employees receiving a fixed mileage stipend do not receive reimbursement of mileage, unless traveling 50 miles or more one way. (Education Code 44033)

The mileage allowance provided by the District for employees' use of their private vehicles shall be equal to the rate established by the Internal Revenue Service.

Vehicles should be shared whenever possible to minimize travel costs. No employee shall be entitled to reimbursement for automobile travel when he/she is transported free of charge or by another employee who is entitled to the expense reimbursement.

Meal costs shall be paid by a meal allowance per diem based on the time of day that travel for District business begins and ends.

Any expense that exceeds the maximum rate of reimbursement established by the District shall be reimbursed only with the approval of the Superintendent or designee.

All expense reimbursement claims shall be submitted using the Travel Request System (TRV), within 10 calendar days following return from travel. The TRV shall be signed by the attendee, and accompanied by a brochure/pamphlet/email or other documentation stating dates, times, and address of the event. Furthermore, if documentation is not received in Fiscal Services within 90 calendar days of the last day of travel, the employee will not be reimbursed.

If an expense claim is disallowed due to lack of documentation or inappropriate expenses, the employee may be personally responsible for any improper costs incurred.

When approved by the Superintendent or designee, an employee may be issued a District credit card for use while on authorized District business. Receipts documenting the expenses incurred on a District credit card shall be submitted promptly following return from travel. Under no circumstances shall personal expenses be charged on a District credit card, even if the employee intends to subsequently reimburse the District for the personal charges.

Non-District Employees

The Board may authorize Non-District Employees, such as parents/guardians or students, to travel or attend conferences/workshops. For expenses to be reimbursed, Board approval must be obtained prior to the event. **Non-District Employees' travel expenses will follow the District's Administrative Regulation (AR 3350.)**

TRAVEL EXPENSES (continued)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 42634	Itemization of expenses
Ed. Code 44016	Travel expense to employment interview
Ed. Code 44032	Travel expense payment
Ed. Code 44033	Automobile allowance
Ed. Code 44802	Student teacher's travel expense
Management Resources	Description
Internal Revenue Service Publication	Per Diem Rates (For Travel Within the Continental United States), Publication 1542
Website	CSBA District and County Office of Education Legal Services
Website	U.S. General Services Administration, Per Diem Rates
Website	Internal Revenue Service

Cross References

Code	Description
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
2121	Superintendent's Contract
2230	Representative And Deliberative Groups
2230	Representative And Deliberative Groups

TRAVEL EXPENSES (continued)

3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases
4131	Staff Development
4131	Staff Development
4231	Staff Development
4231	Staff Development
4331	Staff Development
4331	Staff Development
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
9150	Student Board Members
9150-E PDF(1)	Student Board Members - Student Board Member Guidelines
9250	Remuneration, Reimbursement And Other Benefits
9250-E PDF(1)	Remuneration, Reimbursement And Other Benefits - Remuneration, Reimbursement, And Other Benefits

Policy
 adopted: June 9, 1999
 revised: February 26, 2014
 revised: August 23, 2017
 revised: January 10, 2020
 revised: February 12, 2020
 revised:

RIALTO UNIFIED SCHOOL DISTRICT
 Rialto, California



RIALTO UNIFIED SCHOOL DISTRICT

Business and Noninstructional Operations

BP 3523(a)

Electronic Signatures

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

Electronic Signatures**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 22000-22005	Public entity use of electronic signatures
5 CCR 16020-16022	Records; general provisions
5 CCR 16023-16027	District records; retention and destruction
5 CCR 430	Individual student records; definition
5 CCR 432	Student records
Civ. Code 1633.1-1633.17	Uniform Electronic Transactions Act
Civ. Code 1798.29	District records; breach of security
Ed. Code 35252-35255	Records and reports
Ed. Code 44031	Personnel file contents and inspection
Ed. Code 49060-49079.7	Student records
Ed. Code 8234	Electronic signatures; child care and development programs
Gov. Code 16.5	Electronic signatures
Gov. Code 6252-6265	Inspection of public records
Gov. Code 811.2	Definition of public entity
Federal	Description
15 USC 7001-7006	Electronic Records and Signatures in Commerce Act
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 300-300.818	Assistance to states for the education of students with disabilities
34 CFR 99.1-99.8	Family Educational Rights and Privacy Act
Management Resources	Description
California Department of Education Publication	Management Bulletin 17-13, October 2017

Electronic Signatures

Website	<u>CSBA District and County Office of Education Legal Services</u>
Cross References	
Code	Description
3510	<u>Green School Operations</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
5148	<u>Child Care And Development</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>
6159.1	<u>Procedural Safeguards And Complaints For Special Education</u>

Policy
adopted:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California



Rialto Unified School District

Board Date: December 14, 2022

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

MONETARY DONATIONS **LOCATION/DESCRIPTION** **AMOUNT**

None		
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NON-MONETARY DONATIONS **LOCATION/DESCRIPTION**

DonorsChoose	Trapp Elementary/ Instructional Materials for Mr. Ubario's Class
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Recommendation: Accept the donation and send a letter of appreciation to the donor, DonorsChoose.

TOTALS

DISTRICT SUMMARY

Monetary Donations – December 14, 2022	\$	0
Donations – Fiscal Year-to-Date	\$	44,306.84

Submitted and Reviewed by: Diane Romo



Rialto Unified School District

Board Date: December 14, 2022

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS –
NUTRITION SERVICES**

Quantity	Description
3	Hot Well/Steam Tables
28	Dell Office Computers
14	Touch Screen Point of Sale Machines
7	Commercial Refrigerators
1	Commercial Freezer
1	Mobile Display Cabinet
1	1996 Dodge Van LP#041286
1	Shredder
5	Office Desks

Recommendation: Declare the specified surplus equipment and miscellaneous items as obsolete and not serviceable for school use and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546.

Submitted by: Fausat Rahman-Davies
Reviewed by: Diane Romo



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS**

Quantity	Description	Quantity	Description
71	CPU	9	Monitor
176	Laptop	3	Projector
5	Printer	1	iPad
2	Fax Machine	3	Surface Pro
1	Laminator	1	DVD Player
2	Cassette Recorder	1	CD/DVD Duplicator
1	Speaker, Set	1	Cart, TV
1	Box, Mice & Keyboards	1	Chair, Office
397	Chair, Student	135	Desk, Student
32	Table	10	Bookshelves
11	File Cabinet	13	Rolling Cabinet
9	Cubbies	5	Bench, Lunch
3	Desk, Office	1	Fan, Industrial Size

Recommendation: Declare the specified surplus equipment and miscellaneous items as obsolete and not serviceable for school use and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546.

Submitted by: Ricardo G. Salazar
Reviewed by: Diane Romo



December 14, 2022

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **DISCARD SURPLUS INSTRUCTIONAL MATERIALS**

Background: California Government Code Section 17546 governs the sale, donation or disposal of items declared surplus; prohibiting the disposal of electronic equipment, and limiting the sale of same to state certified e-waste collection facilities. California Government Code Section 17547 requires that monies received from the sale shall be placed to the credit of the fund from which the original expenditures of the property was made or in the general or reserve fund of the district.

Reasoning: Instructional items requested for discard are consumables and are in excess due to a decline in enrollment and the fact that consumables weren't handed out during the pandemic. Additionally, many teachers don't utilize the consumables as such, creating a significant surplus which has become a burden for the warehouse staff as there is less room to store necessary items. The specific instructional materials to be discarded are as follows:

- Excess of Wonders: Your Turn – K-5
- Excess of Wonders: Close Reading – K-5
- Excess of Integrated Math 1 – Study Guide and Practice Workbook
- Excess of Integrated Math 2 – Interactive Student Guide

It should be noted that we will keep two (2) years' worth of the materials above and that we receive a new allotment of the materials each and every year.

Recommendation: Approve the discarding of surplus instructional materials.

Fiscal Impact: No fiscal impact

Submitted by: Kevin Hodgson, Ed.D.
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **MEMORANDUM OF UNDERSTANDING (MOU) WITH TREE PEOPLE**

Background: The Tree People has entered into an agreement with The California Department of Forestry And Fire Protection (CAL FIRE) to implement a tree planting project within the cities of Rialto and Colton through a community based model. This program is in alignment with Rialto USD Resolution No. 19-20-26 Commitment to Environmental Sustainability.

Reasoning: The board resolution states that the board supports the commitment to align with the overall goals of Science Technology Engineering and Math Cultivating Active Responsible Environmental Stewards (STEM CARES) and shall support the installation of living schoolyards at every school as hands-on learning tools to promote stewardship, social and emotional development, and to teach to standards. The Tree People will provide RUSD with 300 trees. In partnership with Tree People, Rialto Unified will conduct the following activities:

- Identify 300 suitable locations to plant trees;
- Provide logistical support such as providing temporary yard space and access to water for trees; and
- Provide long-term care for trees planted through this project by incorporating trees into existing tree management planning and trimming cycles

Recommendation: Approve the Memorandum of Understanding (MOU) with the Tree People and allow the District to receive and plant 300 trees between the 2022-2025 school year, effective December 15, 2022.

Fiscal Impact: No fiscal impact

Submitted by: Juanita Chan-Roden
Reviewed by: Patricia Chavez, Ed.D.



December 14, 2022

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **MEMORANDUM OF UNDERSTANDING WITH THE UPWARD BOUND PROGRAM AT THE UNIVERSITY OF CALIFORNIA, RIVERSIDE**

Background: Since 2015, the Upward Bound Program at the University of California, Riverside (UCR) and Eisenhower High School have worked together to ensure that selected students by application enrolled in Upward Bound participate in the summer program classes and Saturday sessions and also commit to taking (a-g) courses and maintaining a 2.5 GPA.

Reasoning: Rialto Unified is committed to Literacy, Numeracy, and Future Ready providing access to college readiness programs will support the District's initiatives of having all students Future Ready. During the 2021-2022 Rialto USD had approximately 51 percent of students meet A-G requirements. Programs such as Upward Bound contributed to the increase of students meeting the A-G requirement. Rialto USD will provide UCR access to recruit students based on the program's criteria, after receiving parent permission. Upward Bound has also signed a data agreement with the District and in the MOU has ensured that proper safeguards are in place to maintain student data safety and privacy.

Recommendation: Approve a renewal Memorandum of Understanding with the Upward Bound Program at the University of California, Riverside to provide services at Eisenhower High School, effective December 15, 2022 through August 31, 2027.

Fiscal Impact: No fiscal impact

Submitted by: Edward D'Souza, Ph.D.
Reviewed by: Patricia Chavez, Ed.D.



December 14, 2022

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **ACCEPT THE CALIFORNIA FARM TO SCHOOL INCUBATOR GRANT – RIALTO MIDDLE SCHOOL**

Background: The California Department of Food and Agriculture (CDFA) 2022 California Farm to School Incubator Grant Program awards competitive grants to support projects that cultivate equity, nurture students, build climate resilience, and create scalable and sustainable change. The grant is in alignment with California’s report entitled Planting the Seed: Farm to School Roadmap for Success, which highlights policy goals to advance child well-being, economic growth, environmental resilience, and racial equity through farm to school systems that connect children to locally sourced, whole foods and produce in cafeterias, classrooms, and gardens.

Reasoning: Rialto Middle School has created a new course titled Environmental Resiliency, which seeks to increase outdoor learning opportunities related to navigating urban food deserts, health, nutrition, indigenous growing practices, and western agricultural practices that impact soil health and biodiversity. The Environmental Resiliency course will increase awareness of community health and nutrition challenges and needs, communication between classroom and community around health and nutritional improvement ideas, procurement from local California BIPOC (Black, Indigenous, and people of color) farms, and inclusive and equitable outdoor student learning experiences. The Environmental Resiliency class will also develop organizational supports to create sustainable systemic Farm to School practices.

The grant, in congruence with our District Strategic Plan, most notably, Strategies 1, 2, and 5, will provide funds to Rialto Middle School to expand already established local procurement practices at our school by educating students about environmental resiliency. The funds will also help to grow educational and enrichment opportunities through community partnerships and the creation of curriculum. It is our goal to teach our student about healthier food choices and to contribute to feed our students nutritious fresh produce in their daily lunches.

Recommendation: Accept the one-time California Farm to School Incubator Grant for Rialto Middle School in the amount of \$150,000.00 for the 2022-2023 and 2023-2024 school years.

Fiscal Impact: No fiscal impact

Submitted by: Ricardo Garcia
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **REJECT ALL PROPOSALS FOR REQUEST FOR PROPOSALS (RFP)
NO. 22-23-004 WIDE AREA NETWORK EQUIPMENT**

Background: On August 18, 2022, the District released Request for Proposal (RFP) No. 22-23-004 for Wide Area Network Equipment. Per Public Contract Code section 20118.2 the District is required to establish competitive negotiation process for technology goods and services.

Reasoning: The District released the RFP for Network Equipment on August 18, 2022, and August 25, 2022. A Notice Calling for Proposals was placed in the San Bernardino County Sun. The RFP was also published on the District's e-Procurement platform, PlanetBids. On October 19, 2022, staff received and opened two proposals.

Upon review of all submissions, District staff recommend the rejection of all proposals. The solutions presented did not address all of the District's needs. The District will make adequate revisions to the scope of work and seek different solutions.

Recommendation: Reject all proposals for Request for Proposals (RFP) No. 22-23-004 Wide Area Network Equipment.

Fiscal Impact: No fiscal impact

Submitted by: Beth Ann Scantlebury and Ricardo G. Salazar
Reviewed by: Diane Romo



December 14, 2022

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **APPROVAL TO ATTEND CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) 2023 ANNUAL CONFERENCE**

Background: The California Association for Bilingual Education (CABE) will provide training to parents to gain vital parent engagement information and develop leader skills in addressing the needs of English Learners at the CABE 2023 Annual Conference. The conference will be held in Long Beach, California from March 22 through March 25, 2023. Registration includes all conference workshops.

Reasoning: The conference offers workshops and institutes conducted by professionals in the educational field. The conference will include a general session with multiple keynote speakers. Workshop sessions include:

- Content and Curriculum
- Interactive exhibit hall
- Biliteracy & Multiculturalism
- Virtual parent resource center
- Policy & Advocacy
- Network and socializing groups

The expected outcome of this experience is greater parent involvement by participants at their child's school site and at the district level. This action is tied directly to Strategy V Plan 2 of Rialto Unified School District's (RUSD) Strategic Plan.

Recommendation: Approve thirty (30) Rialto Unified School District parents/guardians on the District English Learner Advisory Committee (DELAC) and/or parents of English Learners, to attend the CABE 2023 Annual Conference from March 22, 2023 through March 25, 2023.

Fiscal Impact: Not-to-exceed \$15,000.00 – Title III

Submitted by: Marina Madrid, Ed.D.
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH JOHN R. BYERLY, INC. TO CONDUCT A GEOTECHNICAL INVESTIGATION REQUIRED FOR THE INTERNATIONAL HEALING GARDEN PROJECT**

Background: As a requirement of the Division of State Architect (DSA) a geotechnical consultant is required to conduct a site geotechnical investigation for the construction of the International Healing Garden Project.

Reasoning: The purpose of the geotechnical investigation is to evaluate the soil conditions associated with the planned site improvements for the International Healing Garden Project. The geotechnical investigation will provide recommendation for foundation types, liquefaction and seismic design parameters, and asphalt and concrete pavements design.

Recommendation: Approve an agreement with John R. Byerly, Inc. to conduct a geotechnical investigation for the International Healing Garden Project, effective December 15, 2022 through December 31, 2023.

Fiscal Impact: Not-to-exceed \$12,420.00 - Fund 40- Special Reserve Capital Outlay Projects

Submitted by: Angie Lopez
Reviewed by: Diane Romo



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH JOHN R. BYERLY, INC. TO CONDUCT A GEOTECHNICAL INVESTIGATION REQUIRED FOR THE ZUPANIC VIRTUAL ACADEMY PROJECT**

Background: As a requirement of the Division of State Architect (DSA) a geotechnical consultant is required to conduct a site geotechnical investigation for the construction of the Zupanic Virtual Academy Project.

Reasoning: The purpose of the geotechnical investigation is to evaluate the soil conditions associated with the planned site improvements for the Zupanic Virtual Academy Project. The geotechnical investigation will provide recommendation for foundation types, liquefaction and seismic design parameters, and asphalt and concrete pavements design.

Recommendation: Approve the agreement with John R. Byerly, Inc. to conduct a geotechnical investigation for the Zupanic Virtual Academy Project, effective December 15, 2022 through December 31, 2023.

Fiscal Impact: Not-to-exceed \$10,325.00 - Fund 25 – Capital Facilities Fund

Submitted by: Angie Lopez
Reviewed by: Diane Romo



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH PADGETT’S CLEANING & RESTORATION, INC.**

Background: The annex building at the District Office is currently under construction and renovation by an outside contractor. This renovation is necessary to support the ongoing operational needs of the District’s Special Services area.

An environmental testing and consulting firm was contacted to conduct a preliminary microbial investigation at the structure located at the District Office because the structure had sustained a water intrusion event that led to the possible proliferation of fungal growth. The water intrusion event occurred as a result of several roof leaks that occurred during the construction project where the roof was exposed during a period of precipitation (rain). On November 16, 2022, the Board of Education approved Padgett’s Cleaning & Restoration Inc., to provide restoration services, based on recommendations from the environmental testing and consulting firm. Upon completion of those recommendations, an additional assessment and inspection was performed, which produced additional mitigating recommendations from the environmental testing and consulting firm.

Reasoning: The consultant recommends additional mitigation recommendations to remove the presence of fungal growth. The additional recommendations were made after a follow up assessment and inspection results revealed additional mitigation is necessary.

Recommendation: Ratify an agreement with Padgett’s Cleaning & Restoration, Inc. to provide restoration services at the District Office’s annex building, effective November 18, 2022 through January 31, 2023.

Fiscal Impact: Not-to-exceed \$48,780.00 – General Fund

Submitted by: Derek K. Harris and Angie Lopez
Reviewed by: Diane Romo



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH CENTER FOR YOUTH AND COMMUNITY – HUGHBANKS AND WERNER ELEMENTARY SCHOOLS**

Background: Center for Youth and Community Development (CYCD) provides after school, summer, and intersession learning programs with a focus on developing students' academic, social, emotional, and physical needs and interests through hands-on, engaging learning experiences. CYCD will provide free after school tutoring services to Hughbanks and Werner Elementary.

Reasoning: In alignment with the Districts academic focus in increasing literacy and numeracy proficiency increase, Center for Youth and Community Development, will provide free afterschool tutoring to Hughbanks and Werner Elementary Schools. Tutoring will be provided to 60 students per school, 120 total, in a one-on-one session or small group. Center for Youth and Community Development agrees to purchase the "Standard Plus" program, identified by the school site, as a part of the tutoring program that will improve students' math skills.

Recommendation: Approve an agreement with the Center for Youth and Community Development to provide afterschool tutoring for 120 students, 60 per school, at Hughbanks and Werner Elementary Schools, effective December 15, 2022 through June 30, 2023.

Fiscal Impact: No fiscal impact

Submitted by: Norberto Perez
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH UNIVERSAL ENGINEERING SCIENCES TO PROVIDE SPECIAL INSPECTION AND MATERIALS TESTING SERVICES FOR THE SIX FOOT HIGH RETAINING WALL ALONG THE SOUTH SIDE PROPERTY LINE AT RIALTO HIGH SCHOOL**

Background: The project involves the design on a 160-foot-long by 6-foot-high retaining wall along the south side property line at Rialto High School. The new retaining wall will help mitigate storm water and irrigation water runoff that occasionally affect the neighboring homes.

A materials testing and inspection laboratory is responsible for ensuring that all code-prescribed special inspection and testing services required during construction are completed in compliance with the construction plans and specifications.

Reasoning: A materials testing and special inspections laboratory is essential to certify that all required testing and special inspections during construction are completed for the 6-foot-high retaining wall project at Rialto High School.

Recommendation: Approve the agreement with Universal Engineering Sciences to provide special inspection and materials testing services for the 6-foot-high retaining wall along the south side property line at Rialto High School, effective December 15, 2022 through December 31, 2023.

Fiscal Impact: Not-to-exceed \$15,857.00 – General Fund

Submitted by: Angie Lopez
Reviewed by: Diane Romo



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 Academic English Learners as related to the implementation of Culturally and Linguistically Responsive Teaching. This professional learning workshop is a part of the Student Shadowing series with Dr. Ivannia Soto and is a foundational professional development session for the VABB (Validate, Affirm, Build Bridge) online series with Dr. Sharroky Hollie.

Reasoning: Dr. Noma LeMoine has provided professional development in Rialto USD for two years to over 200 staff members. At Rialto Unified her sessions are well attended and receive excellent evaluations. Comments from last year included: “This session addressed issues that had never been tackled in any workshop before in the past 12 years of me attending professional development” and the anticipated number for this professional development is approximately 200 participants, composed of teachers, site strategists, site administrators and district administrators. Participants will gain specialized knowledge of Culturally and Linguistically Responsive Teaching as it relates to academic language acquisition and responsive teaching. Teachers will learn several language strategies to implement in their classroom immediately.

This professional development session 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.”

Recommendation: Approve a renewal agreement with Dr. Noma LeMoine & Associates to provide two days of professional development training in the area of culturally and linguistically responsive instruction, effective December 15, 2022 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$14,000.00 – General Fund

Submitted by: Marina Madrid, Ed.D.
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH ACCESS COMMUNICATION & EDUCATION WITH SIGN LANGUAGE EDUCATION & INTERPRETING SERVICES**

Background: Access Communication & Education with Sign Language Education & Interpreting Services (ACES) will partner with the Rialto Unified School District to provide services in the area of sign language interpretation. ACES has been providing Rialto USD with a wide range of language support services for students since 2015. The number of families within Rialto that require ASL interpretation has grown to the point that we need a second ASL interpretation provider to meet the demand. ACES will provide sign language interpreters for parents needing ASL interpretation services during meetings scheduled with Rialto USD personnel.

Reasoning: Services provided by ACES tie directly to Strategy 5, "We will ensure full engagement of Rialto Unified families." These services will be used to fully engage families that use ASL by opening avenues of communication at school sites and service areas.

Recommendation: Approve an agreement with Access Communication & Education with Sign Language Education & Interpreting Services to provide ASL interpretation services, effective December 15, 2022 through June 30, 2023,

Fiscal Impact: Not-to-exceed \$3,000.00 – General Fund

Submitted by: Marina Madrid, Ed.D.
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH ART SPECIALTIES, INC. –
FRISBIE MIDDLE SCHOOL**

Background: Art Specialties has worked with several schools in the District to provide signage. The company has provided excellent service both at the time of initial installation and in follow up for service.

Reasoning: The agreement with Art Specialties will provide artwork in the eSports labs at Frisbie Middle School. The artwork will create a welcoming environment for students which is congruent with Strategy 5 of the District’s Strategic Plan.

Recommendation: Approve an agreement with Art Specialties, Inc. to provide artwork in the eSports labs at Frisbie Middle Schools, effective December 15, 2022 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$24,183.45 – General Fund

Submitted by: Paulina Villalobos
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: AGREEMENT WITH BRAINPOP, LLC - KUCERA MIDDLE SCHOOL

Background: BrainPOP is a digital platform that incorporates learning games, animated movies, and activities to teach standards-based content. BrainPOP ELL supports educators with tools to scaffold lessons to help students build vocabulary and grammar skills. School sites have purchased BrainPOP and BrainPOP ELL for several years.

Reasoning: The purchase of BrainPOP is in line with District Strategic Plan, Strategy I – We will provide diverse avenues for learning both inside and outside of the classroom.

BrainPOP and BrainPOP ELL will be used as a supplemental resource at Kucera Middle School. This resource will be available to all teachers to help reinforce topics within Math, Science, Social Studies, English, Technology, Arts & Music, and Health. All content is aligned to and searchable by state standards including Common Core.

Data was not monitored in previous years but moving forward usage will be reviewed on a monthly basis to see which lessons teachers are assigning as well as the top activities students are completing and its academic impact.

Recommendation: Approve a renewal agreement with BrainPOP LLC Kucera Middle School to provide supplemental lessons and activities in core content areas, effective December 15, 2022 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$3,515.00 – General Fund

Submitted by: Paulina Villalobos
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **AGREEMENT WITH CHARACTER STRONG –
KUCERA MIDDLE SCHOOL**

Background: On October 19, 2022 the Board of Education approved an agreement with vendor Character Strong (CS) to provide 965 student licenses at Kucera Middle School, effective October 20, 2022 through June 30, 2023.

Reasoning: Amendment to agreement is necessary due to a change in funding from Title I to General Funds.

Recommendation: Amend an agreement with Character Strong, Inc. to change the funding source from Title I to the General Fund provide 965 student licenses at Kucera Middle School, effective October 20, 2022 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$7,000.00 – General Fund

Submitted by: Jennifer Cuevas
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: AGREEMENT WITH THE DAIRY COUNCIL OF CALIFORNIA - FITZGERALD ELEMENTARY SCHOOL

Background: The free mobile dairy classroom provided by the Dairy Council of California will provide a school-wide assembly which will bring agriculture to life. These assemblies teach students how milk and dairy foods are produced and how they contribute to healthy eating. The curriculum is tailored to elementary school aged students.

Reasoning: The Dairy Council of California aligns with the District's Strategic Plan goals VI and I, "We will provide rigorous and relevant learning experiences to ensure each student's holistic development and we will bridge school and community learning opportunities." The scope of services will include:

- Education on elevating the health of children through the pursuit of healthy eating habits
- On campus demonstration teaching students new vocabulary tied to the anatomy of a cow and how milk is transported
- Annual agriculture education assembly

Recommendation: Approve an agreement with The Dairy Council of California to provide an educational assembly at Fitzgerald Elementary School, effective December 15, 2022 through June 30, 2023.

Fiscal Impact: No fiscal impact

Submitted by: Tina Lingenfelter
Reviewed by: Patricia Chavez, Ed.D.



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

Background: The District contracts with DocuSign, Inc., which offers an electronic signature product, enabling an agreement to be signed electronically on a variety of devices, from virtually anywhere in the world. The Company offers DocuSign Agreement Cloud, which is a cloud software platform that automates and connects the entire agreement process. It includes DocuSign eSignature, an electronic signature solution. At DocuSign, an envelope is a document container that you can send to a recipient to sign. An envelope can have one document or many documents. Special Services has utilized approximately 4,000 envelopes in the current contractual agreement.

Reasoning: The District has a need to offer electronic signature to provide consent to an IEP and other legal documents. District staff recommend that the Board approve the renewal Agreement with DocuSign, Inc., for 5,000 electronic envelopes at a cost not-to-exceed \$30,200.00.

Recommendation: Approve a renewal agreement with DocuSign, Inc., for 5,000 electronic envelopes for a cost not-to-exceed \$30,200.00, effective December 15, 2022 through June 30, 2025.

Fiscal Impact: Not-to-exceed \$30,200.00 – General Fund

Submitted by: Jennifer Johnson
Reviewed by: Patricia Chavez, Ed.D.



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

Background: The District has contracted with InnovateEd since the 2017-2018 school year and first worked with all five (5) middle schools. Then, during the 2018-2019 school year, thirteen (13) schools joined the work with InnovateEd. The number of schools increased during the 2019-2020 school year to more than twenty (20) schools. During 2020-2021 school year, all five (5) middle schools and two (2) high schools have continued to work with InnovateEd.

The purpose of the work with InnovateEd is to develop the collective capacity of educators at all levels of the school district to make the instructional changes required for raising the bar and closing gaps for all students. Principals will work with InnovateEd to design a program that best fits the District’s focus on literacy.

Reasoning: During the years Rialto Unified School District has contracted with InnovatedEd our secondary schools have had a congruent focus on writing across the curriculum. This will be measured through an increase in CAASPP scores. InnovateEd will provide six (6) full support training sessions at Rialto High School at a cost of \$18,000.00 and four (4) full support training sessions and two (2) partial day sessions at Carter High School at a cost of \$15,000.00 for administrators and Professional Learning Community (PLC) Leads to help set clear objectives that are focused on student learning.

Recommendation: Approve a renewal agreement with InnovateEd to provide full support training sessions for Rialto and Carter High School for the 2022-2023 school year.

Fiscal Impact: Not-to-exceed \$33,000.00 – General Fund (Title 1)

Submitted by: Manuel Burciaga, Ed.D
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **AGREEMENT WITH LEARNING A-Z**

Background: Learning A-Z is used to support independent reading with materials that support small group instruction and resources for personalized reading practice. All resources are accessible online and available in printable, projectable and digital formats to strengthen the connection between what is being taught and what students independently practice. Consistent use of this program leads to greater comprehension of English with a focus on the acquisition of academic vocabulary, fluency, and comprehension.

Reasoning: Rialto Unified School District has been using Learning A-Z to support small group reading instruction at all grade levels along with digital and printable readers for students' independent reading practice. Collected data from iReady diagnostic assessment during the 2021-2022 school year shows an increase of students that are reading at grade level by using Learning A-Z. The program is directly tied to the District's literacy initiative and Strategy 2 of Rialto Unified School District's Strategic Plan, "We will provide rigorous and relevant instruction that supports each student's unique learning style."

School Site	Cost
Boyd Elementary School	\$2,432.00
Garcia Elementary School	\$4,987.00
Simpson Elementary School	\$794.00

Recommendation: Approve a renewal agreement with Learning A-Z to support small group instruction and resources for personalized reading practice at Boyd, Garcia, and Simpson Elementary Schools, effective December 15, 2022 through January 1, 2024.

Fiscal Impact: Not-to-exceed \$8,213.00 – General Fund (Title I)

Submitted by: Gilbert Pulido, Ramona Rodriguez, and Natasha Jones
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH ART DRAGON, KAREN THURMAN-PALMER & HAQUMAI SHARPE**

Background: The District Music Festival is a long standing tradition in Rialto Unified School District. Each year, site music programs and their students across the District come together to showcase their performing arts talents. The District provides experts in the field to support student performance groups during their preparation for the event and Music Festival feedback during the event. The recommended consultants are as follows:

Art Dragon was the conductor of the world-famous Disneyland Band for twenty-one (21) years and currently plays professionally around the world.

Karen Thurman-Palmer was the first violinist in the Redlands Symphony Orchestra, conducted and directed the University of Redlands Civic Orchestra. Currently, she regularly appears in solo and chamber music recitals throughout Southern California.

Haqumai Sharpe is a renowned opera performer. He was a Western Regional Finalist in the Met National Auditions, performed in Opera Pacific, Utah Opera Festival, and many other leading roles in operas across Southern California.

Reasoning: The District will provide three music consultants to provide specific instructional support to student musical groups across the District prior to the Music Festival as well as adjudicating services the days of the event.

Adjudicator Name	Area of Expertise	Days of Service	Cost
Art Dragon	Band	2 days	\$2,000
Karen Thurman-Palmer	Strings	2 days	\$2,000
Haqumai Sharpe	Choir	2 days	\$2,000

Recommendation: Approve an agreement with Art Dragon, Karen Thurman-Palmer and Haqumai Sharpe for adjudicating services at the District Music Festival effective January 1, 2023 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$6,000.00 – General Fund

Submitted by: Elizabeth Curtiss
Reviewed by: Patricia Chavez, Ed.D.



December 14, 2022

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH NATIONAL CURRICULUM OF TRAINING INSTITUTE (NCTI)**

Background: The National Curriculum of Training Institute (NCTI) is a company that is constantly working to stay on the cutting edge of Evidence-Based Research. NCTI engages in work that significantly contributes to agencies' efforts in reducing recidivism and creating safer communities throughout the United States. All NCTI programs are presented in a group process format, proven one of the most effective vehicles for achieving behavioral change. This training provides the resources to ensure that all Safety personnel are equipped and qualified to provide these essential services to our students through both in-person and virtual learning models. The Safety Service Area has already had several officers trained in NCTI; this would provide training for an additional twenty-six (26) Safety Intervention Officers.

Reasoning: The NCTI training certification will equip the Safety Intervention Officers with the skills and knowledge base to effectively facilitate and co-facilitate with Administrators, PBIS Counselors, Wellness Center Counselors, and Therapeutic Behavioral Strategists, focusing on Tier I & Tier II social emotional support services (i.e. anger management, real colors, drug and alcohol, & truancy). These support services will be provided through in person sessions with students as well as virtually for our students who are a part of our virtual academy. Over the past 5 years, 30 District Safety Officers have gone through and completed the program. These officers are currently providing Tier II intervention services. This training is needed for all Safety Officers that have been recently hired as well as those that did not previously receive the training in the past.

Recommendation: Approve an agreement with National Curriculum Training Institute (NCTI) to train Safety Intervention Officers to assist with evidence based behavioral strategies for Tier I & Tier II social emotional support services to Rialto Unified School District students, effective December 19, 2022 through December 23, 2022.

Fiscal Impact: Not-to-exceed \$22,475.00 – General Fund (Title IV)

Submitted by: Gordon M. Leary
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **AGREEMENT WITH PANORAMA EDUCATION –
KUCERA MIDDLE SCHOOL**

Background: On November 16, 2022 the Board of Education approved an agreement with vendor Panorama Education to provide 965 student licenses at Kucera Middle School, effective November 17, 2022 through November 17, 2023.

Reasoning: Amendment to agreement with Panorama Education from \$6,500.00 to \$6,600.00

Recommendation: Amend an agreement with Panorama Education to provide 965 student licenses at Kucera Middle School with an increased cost of \$100.00 for a total cost not-to-exceed \$6,600.00, effective December 15, 2022 through November 17, 2023.

Fiscal Impact: Not-to-exceed \$6,600.00 – General Fund (Title I)

Submitted by: Jennifer Cuevas
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH PEAR DECK - RIALTO HIGH SCHOOL**

Background: On October 19, 2022, the Board of Education approved an agreement with Pear Deck to provide literacy support for 900 Rialto High School students, effective November 1, 2022 through October 31, 2023.

Reasoning: Amendment to the agreement is necessary to increase Pear Deck agreement by \$2,983.86 for a total cost not-to-exceed \$6,736.86. The increase is due to a revision of 900 students to the entire student population which is estimated at 3000 students.

Recommendation: Approve an amendment to the Agreement with Pear Deck to increase the cost by \$2,983.86 for a total cost not-to-exceed \$6,736.86 for the school year 2022-2023, effective November 1, 2022 through October 31, 2023.

Fiscal Impact: Not-to-exceed \$6,736.86 – General Fund (Title I)

Submitted by: Caroline Sweeney, Ed.D.
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH POSITIVE PREVENTION PLUS INC.**

Background: On September 21, 2022, the Board of Education approved an agreement with Rockwell Printing Inc. to provide professional development to all seventh grade science teachers and all ninth grade health credentialed teachers to deliver Positive Prevention Plus curriculum in compliance with the 2016 California Healthy Youth Act.

Reasoning: An amendment to the previously board approved agreement would like to be made to reflect the updated name from Rockwell Printing Inc. to Positive Prevention Plus. All services as stated will remain the same through June 30, 2023.

Recommendation: Amend an agreement with Rockwell Printing Inc. to reflect the correct name of Positive Prevention Plus to provide professional development for all seventh grade science teachers and ninth grade health credentialed teachers.

Fiscal Impact: No fiscal impact

Submitted by: Angela Brantley
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH URBAN ED, LLC - KOLB MIDDLE SCHOOL**

Background: Urban Ed is an organization that mentors students, provides professional development and parent workshops. They provide culturally responsive curriculum based on successful practices that addresses gaps in data. They work towards increasing attendance and graduation rates, as well as increasing the College & Career Readiness for students.

Reasoning: During the 2022-2023 school year, Kolb Middle School will utilize Urban Ed to engage African American students that are earning a D/F grade in Math and/or ELA. They will provide pre and post surveys and 100 day plans to assess and implement student's self-identified needs for success during the school year. Urban Ed will focus on increasing attendance, student academic achievement, and decreasing student suspension rates.

Recommendation: Approve an agreement with Urban Ed, LLC, to provide mentoring services to 25 African American students at Kolb Middle School, effective December 15, 2022, through June 1, 2023.

Fiscal Impact: Not-to-exceed \$24,999.00 – General Fund (Title I)

Submitted by: Armando Urteaga
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES (WASC) RIALTO ADULT SCHOOL**

Background: The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC), is a world-renowned accrediting association and one of the six regional school accrediting agencies in the United States. The WASC accreditation committee is scheduled to visit and validate the Rialto Adult School, Focus on Learning Self-Study report, on March 26, 2023 through March 29, 2023. In accordance with the WASC visitation process, the visiting committee validates the implementation of school improvement needs, supports, and accountability. The visiting committee will make a recommendation for an accreditation term.

Reasoning: WASC accreditation is a process schools use to monitor and support student learning and set school improvement goals. Accreditation is an ongoing cycle to support schools and promote student achievement. Schools assess their program and the impact on student learning with respect to the ACS WASC criteria and other accreditation factors.

Recommendation: Approve the reimbursement for four (4) Western Association of Schools and Colleges (WASC) visiting committee member's expenses for Rialto Adult School from March 26, 2023 through March 29, 2023.

Fiscal Impact: Not-to-exceed \$8,000.00 – California Adult Education Program (CAEP)

Submitted by: Kimberly Watson
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: AGREEMENT WITH WEVIDEO - FRISBIE MIDDLE SCHOOL

Background: WeVideo is a creative application that creates deeper learning and student engagement through digital storytelling. WeVideo allows students to demonstrate mastery of core content using 21st century multimedia skills; In addition, students develop collaboration, critical thinking, creative and problem solving skills. Students develop a digital storyboard from the beginning of the writing process to drafting and publishing.

Reasoning: Congruent with the District’s Strategic Plan 2, this will provide rigorous and relevant instruction that supports each student’s unique learning style and fosters creativity. Last year an estimated 80 students used the WeVideo program to produce video production for the school in collaboration with other stakeholders such as administration, staff, counselors and teachers. This will impact many students by helping them become future ready as they learn how to create content for our technology and media rich world.

Recommendation: Approve a renewal agreement with WeVideo to provide 21st Century skills for 110 students at Frisbie Middle School for the 2022-2023 school year, effective December 15, 2022 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$999.46 – General Fund

Submitted by: Makeisa Gaines, Ed.D
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **CLASSIFIED EXEMPT – PERSONNEL REPORT #1289**

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

AVID TUTOR

Carreon, Nyomi	Kucera Middle School	11/28/2022	\$17.00 per hour
Gonzalez, Azalea	Jehue Middle School	11/15/2022	\$17.00 per hour

CHILD DEVELOPMENT APPRENTICE

Aguirre, Rosa	Preston Preschool #1	11/29/2022	\$15.00 per hour
Almanza, Marian	Preston Preschool #2	11/29/2022	\$15.00 per hour
Huerta, Leslie	Dunn Preschool	11/17/2022	\$15.00 per hour
Venegas Bravo, Maricarla	Garcia Preschool	12/02/2022	\$15.00 per hour

CROSSING GUARDS

Brown, Mildred	Fitzgerald Elementary School	11/15/2022	\$15.00 per hour
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NOON DUTY AIDES

Aguilar, Kathy	Trapp Elementary School	11/14/2022	\$15.00 per hour
Gutierrez, Melissa	Frisbie Middle School	11/18/2022	\$15.00 per hour
Raygoza, Joanna	Dollahan Elementary School	11/16/2022	\$15.00 per hour
Roa Saldana, Ana	Curtis Elementary School	12/05/2022	\$15.00 per hour

SUBSTITUTE NOON DUTY AIDE – Reinstatement

Arrambide, Laura	Henry Elementary School	12/05/2022	\$15.00 per hour
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SUBSTITUTE NOON DUTY AIDE

Ramirez Munoz, Ana	Dunn Elementary School	12/05/2022	\$15.00 per hour
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WORKABILITY – Returning Students

Alonso, Isabella	Central Kitchen	10/26/2022	\$15.00 per hour
Cisneros, Jake	CVS	11/11/2022	\$15.00 per hour
Dorado, Marlene	Rainbow Shops	11/17/2022	\$15.00 per hour

WORKABILITY

Deleon, Ruben	Walgreens	11/16/2022	\$12.75 per hour
Diaz-Garcia, Luis	Central Kitchen	11/02/2022	\$12.75 per hour
Elizalde, Fernanda	Coffee Nutzz	11/10/2022	\$12.75 per hour
Harra, Marisol	WSS	11/17/2022	\$12.75 per hour
Lewis, Jameia	Rainbow Shops	01/09/2023	\$12.75 per hour
Monsalve, Timothy	Walgreens	11/28/2022	\$12.75 per hour
Morales, Teah	Grocery Outlet	11/10/2022	\$12.75 per hour
Pineda, Dominick	Grocery Outlet	11/10/2022	\$12.75 per hour
Plascencia-Rodriguez, Amy	Grocery Outlet	11/10/2022	\$12.75 per hour
Portillo, Juan	Grocery Outlet	11/10/2022	\$12.75 per hour
Solis, Gabriel	Walgreens	12/08/2022	\$12.75 per hour
Valencia, Beatriz	Walmart Neighborhood Market	12/08/2022	\$12.75 per hour
Valencia, Brenda	Walgreens	11/28/2022	\$12.75 per hour

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:

Kucera Middle School

Mejia-Zayas, Estafani	Cheer	10/24/2022	\$ 1,793.39
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Carter High School

Barrios, Paul	Frosh Head, Baseball	2022/2023	\$ 3,801.00
Corner, Madeline	Varsity Asst., Girls' Track	2022/2023	\$ 3,540.00
Fincher, Kory	Varsity Head, Girls' Soccer	11/22/2022	\$ 4,071.20
Monteon, Angela	Freshman Asst., Girls' Basketball	12/02/2022	\$ 2,443.20
Russi, Anthony	JV Head, Baseball	2022/2023	\$ 3,801.00
Stewart, Mariah	JV Head, Girls' Track	2022/2023 (1/2 Share)	\$ 1,900.50
Tolbert, Donavan	Varsity Asst., Girls' Basketball	11/22/2022	\$ 3,176.60

Eisenhower High School

Andrade, Victor	JV Head, Girls' Wrestling	2022/2023	\$ 4,061.00
Carter, Trayvon	Frosh Asst., Boys' Basketball	11/29/2022	\$ 2,565.36
Cortez, Syleste	JV Head, Girls' Soccer	2022/2023	\$ 3,644.00
Covington, Brionna	Frosh Head, Girls' Basketball	2022/2023	\$ 4,061.00
Daniels, Johnny	Frosh Head, Boys' Basketball	2022/2023	\$ 4,061.00
Davis, Travone	Varsity Asst., Boys' Basketball	2022/2023	\$ 3,540.00
Fragoso, Darely	Varsity Asst., Girls' Water Polo	2022/2023	\$ 3,332.00
Hardge, Sean	JV Head, Boys' Basketball	2022/2023	\$ 4,061.00
Jimenez, Julian	Varsity Head, Girls' Water Polo	2022/2023	\$ 4,061.00
Lindo, Steven	JV Head, Boys' Wrestling	2022/2023	\$ 4,061.00
Melesio, Tomas	JV Head, Boys' Soccer	2022/2023	\$ 3,644.00
Pagkaliwangan, Teddy	Varsity Head, Boys' Wrestling	2022/2023	\$ 5,050.00

NON-CERTIFICATED COACHES (Continued)

Eisenhower High School (Continued)

Ventura, Angela	Frosh Head, Girls' Soccer	2022/2023	\$ 3,644.00
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Rialto High School

Contreras, Oscar	Frosh Asst., Boys' Soccer	2022/2023	\$ 3,176.00
Guerrero, Andrew	JV Head, Boys' Soccer	11/18/2022	\$ 3,454.36
Muniz-Garcia, Alfredo	Frosh Head, Boys' Soccer	2022/2023	\$ 3,454.36
Rouzan, Andre	Frosh Asst., Boys' Basketball	2022/2023	\$ 3,176.00
Victorino, Allysia	Frosh Asst., Girls' Softball	2022/2023	\$ 3,176.00

Submitted and Reviewed by: Rhonda Kramer



TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: CLASSIFIED EMPLOYEES – PERSONNEL REPORT #1289

PROMOTIONS

Table with 4 columns: Name, To: Position, Date, To: Grade/Rate. Rows include Cervantes, Violeta; Lozano, Janet; Rasura, Crystal; Ruiz Plascencia, Daniel.

EMPLOYMENT

Table with 4 columns: Name, Position, Date, Grade/Rate. Rows include Edet, Anthony; Gonzalez Leon, Valentina; Lopez, Angelina.

EMPLOYMENT (Continued)

Loza Cortes, Omar (Repl. D. Morris)	Grounds Maintenance Worker I Maintenance & Operations	12/05/2022	32-1	\$20.52 per hour (8 hours, 12 months)
White, Anthony	Instructional Assistant III-SE (SED/MH/Autism) Rialto High School	11/17/2022	29-1	\$19.03 per hour (7 hours, 203 days)
Witrigo, Georgiana (Repl. M. Sandoval)	Secretary I Kucera Middle School	12/12/2022	34-1	\$21.57 per hour (8 hours, 12 months)

RESIGNATIONS

Camarena, Ivette	Student Success Strategist Rialto Middle School	12/01/2022		
Diaz Rincon, Carolina	Child Development Instructional Assistant Dunn Preschool	10/24/2022		
Duran, Juan	Custodian I Rialto Middle School	12/16/2022		
Hunt, Ashley	Behavioral Support Assistant Kelley Elementary School	12/16/2022		
Pineda, Evelyn	Bus Driver Transportation	11/28/2022		
Santos, Katheryn	Nutrition Service Worker II Central Kitchen	11/23/2022		
Saxton-Gamez, Jennifer	Instructional Assistant III-SE (SED/MH/AUTISM) Frisbie Middle School	11/27/2022		
Regalado, Joseph	Maintenance III-Painter Maintenance & Operations	12/16/2022		

RETIREMENTS

Sanchez, Mickie	Child Development Instructional Assistant Curtis Preschool	11/28/2022		
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ADDITION OF BILINGUAL STIPEND

Aguayo, Alba	Clerk Typist II	11/16/2022
Gonzalez, Laura	Instructional Assistant II/B.B.	11/14/2022

ADDITION OF SPECIAL NEEDS STIPEND

Edet, Anthony	Behavioral Support Assistant Carter High School	11/14/2022
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SUBSTITUTES

Amezcuca, Jesus	Custodian I	11/15/2022	\$20.52 per hour
Lopez, Alexandra	Nutrition Service Worker I	11/09/2022	\$15.16 per hour
Romero, Monique	Behavioral Support Assistant	11/16/2022	\$20.01 per hour

SHORT TERM ASSIGNMENTS

Technology Support	Instructional Technology Assistant (not to exceed 552 hours)	01/10/2023 - 06/01/2023	\$21.04 per hour
Clerical Support	Clerk Typist Casey Elementary School (not to exceed 960 hours)	12/15/2022 - 06/15/2023	\$19.03 per hour

VOLUNTARY INCREASE IN WORK HOURS

Alvarado, Patricia (Repl. M. Curiel)	To: Nutrition Service Worker I Eisenhower High School	01/10/2023	To: 20-5	\$18.46 per hour (5 hours, 203 days)
	From: Nutrition Service Worker I Eisenhower High School		From: 20-5	
Garcia, April (Repl. C. Macias)	To: Nutrition Service Worker I Trapp Elementary School	11/07/2022	To: 20-2	\$15.94 per hour (4.75 hours, 203 days)
	From: Nutrition Service Worker I Trapp Elementary School		From: 20-2	
Latinwo, Erika (Repl. J. Willis)	To: Nutrition Service Worker I Fitzgerald Elementary School	01/10/2023	To: 20-5	\$18.46 per hour (5.5 hours, 203 days)
	From: Nutrition Service Worker I Fitzgerald Elementary School		From: 20-5	
Maciel Figueroa, Olga (Repl. I. Ugarte)	To: Nutrition Service Worker I Carter High School	01/10/2023	To: 20-1	\$15.16 per hour (3 hours, 203 days)
	From: Nutrition Service Worker I Carter High School		From: 20-1	

VOLUNTARY INCREASE IN WORK HOURS – (Continued)

Ordonez, Lisandra (Repl. G. Banez)	To: Nutrition Service Worker I Bemis Elementary School	01/10/2023	To: 20-2	\$15.94 per hour (5 hours, 203 days)
	From: Nutrition Service Worker I Bemis Elementary School		From: 20-2	\$15.94 per hour (3.5 hours, 203 days)
Zamarripa, Esmeralda (Repl. G. Betancourt)	To: Nutrition Service Worker I Jehue Middle School	01/10/2023	To: 20-5	\$18.46 per hour (3.75 hours, 203 days)
	From: Nutrition Service Worker I Jehue Middle School		From: 20-5	\$ 18.46 per hour (3.25 hours, 203 days)

VOLUNTARY LATERAL TRANSFER AND INCREASE IN WORK HOURS

Alcantar, Marylolys (Repl. M. de la Torre)	To: Nutrition Service Worker I Carter High School	01/10/2023	To: 20-5	\$18.46 per hour (5 hours, 203 days)
	From: Nutrition Service Worker I Central Kitchen		From: 20-5	\$ 18.46 per hour (4.5 hours, 203 days)
Betancourt, Gloria (Repl. M. de la Torre)	To: Nutrition Service Worker I Rialto Middle School	01/10/2023	To: 20-5	\$18.46 per hour (5 hours, 203 days)
	From: Nutrition Service Worker I Jehue Middle School		From: 20-5	\$18.46 per hour (3.75 hours, 203 days)
De La Torre, Maria (Repl. V. Sosa)	To: Nutrition Service Worker I Kolb Middle School	01/10/2023	To: 20-5	\$18.46 per hour (6 hours, 203 days)
	From: Nutrition Service Worker I Rialto Middle School		From: 20-5	\$18.46 per hour (5 hours, 203 days)
Macias, Chrisie (Repl. M. Nevarez)	To: Lead Nutrition Service Worker Simpson Elementary School	01/10/2023	To: 21-5	\$ 18.94 per hour (5.5 hours, 205 Days)
	From: Lead Nutrition Service Worker Henry Elementary School		From: 21-5	\$ 18.94 per hour (4.5 hours, 205 Days)
Nevarez, Monica (Repl. A. Rodriguez)	To: Lead Nutrition Service Worker Bemis Elementary School	01/10/2023	To: 21-5	\$ 18.94 per hour (5.75 hours, 205 Days)
	From: Lead Nutrition Service Worker Simpson Elementary School		From: 21-5	\$ 18.94 per hour (5.5 hours, 205 Days)

RECLASSIFICATION

Badillo, Lorraine	To: Secretary III Nutrition Services	10/16/2021	To: 40-5	\$30.51 per hour (8 hours, 12 months)
	From: Secretary II Nutrition Services		From: 36-5	\$27.59 per hour (8 hours, 12 months)
Cleveland, Jeanette	To: Library/Media Technician II Carter High School	10/16/2021	To: 35-5	\$26.91 per hour (8 hours, 11 months)
	From: Library/Media Technician II Carter High School		From: 34-5	\$26.25 per hour (8 hours, 11 months)

RECLASSIFICATION (Continued)

Cuevas, Dimas	To: Library/Media Technician II Eisenhower High School	10/16/2021	To: 35-3	\$24.41 per hour (8 hours, 11 months)
	From: Library/Media Technician II Eisenhower High School		From: 34-5	\$23.81 per hour (8 hours, 11 months)
Grawe, Gayle	To: Library/Media Technician II Rialto High School	10/16/2021	To: 35-5	\$26.91 per hour (8 hours, 11 months)
	From: Library/Media Technician II Rialto High School		From: 34-5	\$26.25 per hour (8 hours, 11 months)
Hernandez, Juliana	To: Library/Media Technician II Carter High School	12/09/2022	To: 35-5	\$26.91 per hour (8 hours, 11 months)
	From: Library/Media Technician II Carter High School		From: 34-5	\$26.25 per hour (8 hours, 11 months)
Kane, Tracy	To: Library/Media Technician II Eisenhower High School	10/16/2021	To: 35-5	\$26.91 per hour (8 hours, 11 months)
	From: Library/Media Technician II Eisenhower High School		From: 34-5	\$26.25 per hour (8 hours, 11 months)
Natoli, Elisa	To: Library/Media Technician II Milor High School	10/16/2021	To: 35-5	\$26.91 per hour (8 hours, 11 months)
	From: Library/Media Technician II Milor High School		From: 34-5	\$26.25 per hour (8 hours, 11 months)
Robles, Bertha	To: Library/Media Technician II Rialto High School	10/16/2021	To: 35-5	\$26.91 per hour (8 hours, 11 months)
	From: Library/Media Technician II Rialto High School		From: 34-5	\$26.25 per hour (8 hours, 11 months)
Romero, Joe	To: Maintenance Technician/ Nutrition Services	10/16/2021	To: 51-5	\$40.19 per hour (8 hours, 12 months)
	From: A.C./Heating Ventilating Technician Nutrition Services		From: 44-5	\$30.51 per hour (8 hours, 12 months)

CERTIFICATION OF ELIGIBILITY LIST – Assessment Specialist – Special Services

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Benefits Insurance Claims Technician

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Health Aide

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Instructional Assistant II / B.B.

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Lead Buyer

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Lead Nutrition Service Worker

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Library/Media Technician I

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Licensed Vocational Nurse

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Nutrition Service Worker I

Eligible: 12/15/2022
Expires: 06/15/2023

CERTIFICATION OF ELIGIBILITY LIST – Secretary I

Eligible: 12/15/2022
Expires: 06/15/2023

**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: Rhonda Kramer



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **CERTIFICATED EMPLOYEES – PERSONNEL REPORT # 1289**

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 December 15, 2022, unless earlier date is indicated)

Devillez, Madilynn	11/09/2022
Ephraim, Jacqueline	11/15/2022
Guerrero, Andrew	12/05/2022
Hangca, Kyle	12/01/2022
Lopez, Enrique	12/01/2022
Lopez Gutierrez, Cindy	12/06/2022
Maldonado-Espino, Angela	11/09/2022
Monge, Ines	12/06/2022
Morsi, Layla	12/02/2022
Mostafa, Ali	12/07/2022
Olivares, Araceli	11/15/2022
Spellman, Michael	11/29/2022
Valenzuela, Jennifer	11/29/2022
Vande Logt, Mary	11/29/2022

EMPLOYMENT

Arias, Miguel	Secondary Teacher Zupanic Virtual Academy	11/28/2022	IV-1	\$70,386.00	(184 days)
Bodtcher, Maria	Secondary Teacher Jehue Middle School	12/02/2022	II-1	\$63,843.00	(184 days)
Dinriquez, Angel	Special Education Teacher Jehue Middle School	11/17/2022	I-1	\$60,803.00	(184 days)
Jacosalem, Jenny	Special Education Teacher Frisbie Middle School	12/07/2022	III-1	\$67,035.00	(184 days)
Lampert, Michelle	Special Education Teacher Hughbanks Elementary School	11/28/2022	I-1	\$60,803.00	(184 days)

EMPLOYMENT (Continued)

Robles Gutierrez, Rocio	Elementary School Counselor Student Services	12/05/2022	IV-1	\$72,300.00	(189 days)
Saxton-Gamez, Jennifer	Special Education Teacher Carter High School	11/28/2022	IV-4	\$77,323.00	(184 days)

RESIGNATION

Gates, Shelly	Program Specialist Special Services	12/12/2022
Morgan, Jelani	School Nurse Health Services	12/16/2022
Partida, Viviana	School Nurse Health Services	11/09/2022

RETIREMENT

Hilbig, Carol	Secondary Teacher Rialto Middle School	12/16/2022
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ADMINISTRATIVE APPOINTMENTS

Best, Amber	Program Specialist Special Services	12/14/2022	Rge 1	\$128,580.00
Cuellar, Johanna	Program Specialist Special Services	12/14/2022	Rge 3	\$134,537.00
Gutierrez, Adriana	Program Specialist Special Services	12/14/2022	Rge 1	\$128,580.00
Sollami, Sam	Psychologist Special Services	12/14/2022	Rge 1	\$125,530.00

CERTIFICATED EXTRA DUTY (Additional class assignment at 1/6 of their daily rate or \$50.40, whichever is greater, for the spring semester of the 2022/2023 school year, to be charged to General Funds)

Kolb Middle School

Diaz-Saucedo, Veronica	Math (6 th grade)	01/10/2023
Soriano, Jose	AVID	01/10/2023
Suda, Keana	Science	01/10/2023

Rialto Middle School

Brown-Cannon, Tiya	Associated Student Body (ASB)	01/09/2023
Greenwood, Tiffany	English	01/09/2023
Torres, Eduardo	Art/Yearbook	01/09/2023

Carter High School

Berry III, Gilbert	Sports Physical Education	01/09/2023
De La Torre Jr., Jorge	Sports Physical Education	01/09/2023
Navarro, Dario	Sports Physical Education	01/09/2023
Rosalez, Joseph	Health	01/09/2023

Rialto High School

Anderson, Denedra	Math	01/10/2023
Hunt, Michelle	Math	01/10/2023
Schnabel, Kara	English/Language Arts	01/10/2023
Thompson, Mikal	Science	01/10/2023

CERTIFICATED EXTRA DUTY (Ratify additional class assignment at 1/6 of their daily rate or \$50.40, whichever is greater, for the fall semester of the 2022/2023 school year, to be charged to General Funds)

Zupanic Virtual Academy

Copeland, Nicole	Math	09/12/2022
Hopkins, Sean	Ethnic Studies	09/12/2022

CERTIFICATED EXTRA DUTY (Ratify additional class assignment at 1/6 of their daily rate or \$50.40, whichever is greater, for Carter High School certificated staff to provide credit recovery from October 24, 2022 through December 16, 2022, not to exceed 55 hours per teacher, to be charged to General Funds)

Demery, Margarita

Lam, Pauline

Pennington, Stephen

CERTIFICATED EXTRA DUTY (Zupanic Virtual Academy certificated staff to provide after school Edgenuity online learning program, accreditation, state testing, and tutoring to students during the 2022/2023 school year, at an hourly rate of \$50.40, not to exceed 56 hours, to be charged to Title I Funds)

Cooper-Sannes, Cheryl
Dietz, Cherly
Espinosa, Adan
Hicks, Alicia
Higgins, Michelle

Johnson, Nikole
Kamon, Peter
Luna, Christie
Meeks, Sylvia
Moore, Shauna

Rincon, Miriam
Sanchez, Tina
Shattuck, Keith
Yarbrough, Robert

CERTIFICATED EXTRA DUTY (Frisbie Middle School Counselor to meet and collaborate site Innovate Ed Leadership team meetings after school hours during the 2022/2023 school year, at an hourly rate of \$50.40, not to exceed 7 hours, to be charged to Title I Funds)

Banks, Tamara

CERTIFICATED EXTRA DUTY (Rialto High School Athletic Director to provide services to students in the athletic program during school breaks and on Saturdays, during the 2022/2023 school year, at an hourly rate of \$50.40, not to exceed 20 hours, to be charged to General Funds)

Williams, Daniel

EXTRA DUTY COMPENSATION (Certificated teachers participating as members of the Peer Assistance and Review (PAR) Joint Panel which oversees and administers the PAR program during the 2022/2023 school year, to receive a stipend of \$2,000.00 per teacher, to be charged to PAR Funds)

Calloway, Miesha
Decker, Richard

Infante, Sergio
Tilmon, LaShon

EXTRA DUTY COMPENSATION (Administrators to oversee the Peer Assistance and Review (PAR) program as members of the PAR Joint Panel during the 2022/2023 school year, and to receive a stipend of \$2,000.00 per administrator, to be charged to PAR Funds)

Camarena, Alberto

Delgado, Raymond

McMillon, Robin

CERTIFICATED COACHES

Carter High School

De La Torre Jr., Jorge	Varsity Asst., Boys Baseball	2022/2023		\$ 3,540.00
Hennessy, Kevin	Frosh Head, Boys' Wrestling	2022/2023	(Split)	\$ 2,030.50
Melara, Steven	JV Head, Girls' Wrestling	2022/2023		\$ 4,061.00

Eisenhower High School

Flores, David	Varsity Asst., Girls' Basketball	2022/2023		\$ 3,540.00
Sanchez, Joshua	Varsity Asst., Boys' Soccer	2022/2023		\$ 3,280.00

Submitted and Reviewed by: Rhonda Kramer

MINUTES

RIALTO UNIFIED SCHOOL DISTRICT

November 16, 2022

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

Board Members

Present: Stephanie E. Lewis, Vice President
Nancy G. O'Kelley, Clerk
Joseph W. Martinez, Member
Dina Walker, Member
Steven Gaytan, Student Board Member

Board Members

Absent: Edgar Montes, President

Administrators

Present: Cuauhtémoc Avila, Ed.D., Superintendent
Rhea McIver Gibbs, Ed.D., Lead Strategic Agent
Patricia Chavez, Ed.D., Lead Innovation Agent
Diane Romo, Lead Business Services Agent
Rhonda Kramer, Lead Personnel Agent
Also present was Martha Degortari, Executive Administrative Agent, and Jose Reyes, Interpreter/Translator

A. OPENING

A.1 CALL TO ORDER - 6:00 p.m.

The regular Board Meeting of the Board of Education of the Rialto Unified School District was called to order at 6:01 p.m., by Board President, Edgar Montes, at the Dr. John R. Kazalunas Education Center, at 182 E. Walnut Avenue, Rialto, California 92376.

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 Clerk O'Kelley

Seconded By Member Martinez

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

President Montes was absent and Member Walker was not present during this vote. Vote by Board Members to move into Closed Session:

Time: 6:09 p.m.

Majority 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; 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.3.4 PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d) and/or (d)(3). CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE LITIGATION

Number of Potential Claims: 1

A.3.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9)

2214023 v. Rialto Unified School District (San Bernardino Superior Court Case No. CIVDS1936826)

A.3.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9)

284154313 v. Rialto Unified School District (San Bernardino Superior Court Case No. CIVDS2019932)

A.3.7 REVIEW OF LIABILITY CLAIM NO. 22-23-02

A.3.8 CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)

Designated Representatives: Board of Education

Unrepresented Employees: Management, Confidential and Supervisory Employees

A.3.9 CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)

Designated Representative: Board President, Edgar Montes

Unrepresented Employee: Cuauhtémoc Avila, Ed.D.

A.4 ADJOURNMENT OF CLOSED SESSION

Moved By Member Martinez

Seconded By Member Walker

Board President Montes was absent. Vote by Board Members to adjourn Closed Session:

Time: 7:19 p.m.

Approved by a Unanimous 4 to 0 Vote

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

Open session reconvened at 7:19 p.m.

A.6 PLEDGE OF ALLEGIANCE

Casey Elementary Kindergarten student, Michelle Carlos, led the pledge of allegiance.

A.7 PRESENTATION BY CASEY ELEMENTARY SCHOOL

Casey Elementary Kindergarten students, led by teacher, Ms. Jackueline Vargas, performed "If You're Thankful and You know It".

A.8 REPORT OUT OF CLOSED SESSION

Moved By Member Martinez

Seconded By Clerk O'Kelley

The Board of Education accepted the administrative appointment of Roxanne Dominguez, Lead Personnel Agent, Personnel Services.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

Moved By Member Martinez

Seconded By Member Walker

The Board of Education accepted the administrative appointment of Armando Urteaga, Lead Personnel Agent, Personnel Services.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

Moved By Clerk O'Kelley

Seconded By Member Walker

The Board of Education accepted the results of the Classification Study of Management, Confidential, and Supervisory Employees, effective January 1, 2023.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

Moved By Clerk O'Kelley

Seconded By Member Martinez

The Board of Education took action to approve agreement settling San Bernardino Superior case number CIVDS2019932 in exchange for a release of all claims.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

Moved By Clerk O'Kelley

Seconded By Member Martinez

The Board of Education took action to approve an agreement settling San Bernardino Superior Court case number CIVDS1936826 in exchange for a release of all claims.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

A.9 ADOPTION OF AGENDA

Moved By Member Martinez

Seconded By Clerk O'Kelley

Prior to adoption of the agenda, the Board took action to pull item Business Consent Item E.3.48 AMENDMENT TO THE AGREEMENT WITH VARIOUS VENDORS FOR THE DISTRICT'S ALIANZA LATINA (FESTIVAL LATINO) EVENT.

Board President Montes was absent. Vote by Board Member to adopt the agenda as amended:

Approved by a Unanimous 4 to 0 Vote

B. PRESENTATIONS

B.1 HIGH SCHOOL - DISTRICT STUDENT ADVISORY COMMITTEE (DSAC)

The following DSAC students shared information and activities held at the schools:

Tayla Rhoten - Carter High School

Santiago Baltazar - Eisenhower High School

Franchesqa Stevens - Milor High School

K'Miles Davis - Rialto High School

B.2 KEY TO THE DISTRICT

Presentation of Key to the District to Armando Urteaga, Kolb Middle School Principal, by Board Member Dina Walker.

Member Dina Walker presented her Key to the District to Kolb Middle School Principal, Armando Urteaga.

C. COMMENTS

C.1 PUBLIC COMMENTS NOT ON THE AGENDA

At this time, any person wishing to speak on any item **not on** the Agenda will be granted three minutes.

Gladys Grifis, Nutrition Services Lead for Kucera Middle School, shared her gratification on the upcoming raise they will receive on behalf of the District. She indicated that they have heard many different versions from leaders, including issues that will delay the process. She said she is concerned and questioned when they will receive clarification in writing. She shared that they worked very hard through the pandemic, and it has been difficult to see co-workers leave to other districts for better pay. She said she loves working with kids and all they are asking is to have answers.

Flora Aguilar, Fitzgerald Elementary School Parent, shared that she was before the Board on October 9, 2022, and she addressed her daughters' struggles in order to shed light on her daughter's learning disability. She said the District failed to accept the request for an assessment, and instead of assessing, she says she was bribed by Ms. Shelly Gates and Ms. Dominguez. She indicated that she was told she would be contacted and to this date, no one has contacted her to address her concerns. She shared

her disappointment with her concerns not being addressed, and said she does not know what it is going to take.

Tobin Brinker, Kucera Middle School Teacher, shared that he has taught for 23 years and has spoken at many Board meetings to share what is going on in the District. He said that people who come up to speak before the Board, do it in hopes of being heard and listened to. They bring forth issues that are going on that the Board may not be aware of. There have been times where things are going well, but said that we are in a difficult time and feels problems exist which can be fixed. He agreed that many wonderful things are also taking place, which deserve to be recognized, but he feels we need to do a better job of being balanced and recognizing that there are also issues that need to be addressed. He requested more time be taken to address the negative in the District and to talk about the things that need to be worked on.

Michael Montano, Rialto High School Teacher, shared that he is a Star Trek fan and shared a quote from the series. He shared his concern for shootings on school campuses being on the rise. He said that this is the worst year on record with 43 shooting incidents taking place on school campuses throughout the country. He feels these are warning signs and we need to be prepared. He indicated that parents want to know their children are safe in school, and staff is also worried about their safety. He questioned how many lives are being risked and said there should be zero-tolerance for guns on school campuses.

Miesha Calloway, Rialto Education Association (REA) President, thanked unit members and members of California School Employees Association (CSEA) for making it to their first upcoming vacation break. She reminded members that she sees and hears everything that is going on at the schools sites, and reminded them that the REA Executive Board is working hard for them. She wished everyone a wonderful Thanksgiving.

Leslie Evans, President of the District African American Parent Advisory Council (DAAPAC), introduced their current Board (Leslie Evans, President; Gina Haymond, Vice President; LaReina Whatley, Secretary; Melanie Hendricks, Parliamentarian; Matthew Peters, Historian; and Kim Watson, Liaison) and thanked everyone for their support. She also congratulated Board Member Walker for her support to DAAPAC over the past eight years. Ms. Walker was presented with a bouquet of flowers on behalf of DAPAAC.

C.2 PUBLIC COMMENTS ON AGENDA ITEMS

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

None.

C.3 COMMENTS FROM THE STUDENT BOARD MEMBER

C.4 COMMENTS FROM THE SUPERINTENDENT

C.5 COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION

D. PUBLIC HEARING

D.1 PUBLIC INFORMATION

D.1.1 FIRST QUARTER – WILLIAMS UNIFORM COMPLAINT REPORT

First Quarter Williams Report - Fiscal Year 2022-2023

E. CONSENT CALENDAR ITEMS

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

Moved By Clerk O'Kelley

Seconded By Member Walker

Prior to adoption of the agenda, the Board took action to pull item Business Consent Item E.3.48 AMENDMENT TO THE AGREEMENT WITH VARIOUS VENDORS FOR THE DISTRICT'S ALIANZA LATINA (FESTIVAL LATINO) EVENT

Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.1 GENERAL FUNCTIONS CONSENT ITEMS – None

E.2 INSTRUCTION CONSENT ITEMS

E.2.1 BAND AND COLORGUARD TO ATTEND CHINESE NEW YEAR'S - EISENHOWER HIGH SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve eighty (80) Eisenhower High School Band and Color Guard students and (8) chaperones to attend the Chinese New Year's Parades on February 3, 2023 through February 6, 2023, at the following locations: Sunnyvale, San Francisco, and Santa Cruz. This will be an overnight trip, at a cost of not-to-exceed \$7,120.00, and to be paid from ASB Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.2.2 BAND AND COLORGUARD TO ATTEND RENO JAZZ FESTIVAL - EISENHOWER HIGH SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve twenty (20) Eisenhower High School Afro-Latin Ensemble students and (3) chaperones to attend the Reno Jazz Festival on April 28, 2023 through April 30, 2023 in Reno, Nevada. This will be an overnight trip, at a cost not-to-exceed \$5,020.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.2.3 COLLEGE TOURS FOR JUNIOR AVID STUDENTS -
EISENHOWER HIGH SCHOOL**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve two (2) field trips, each for fifty (50) students and five (5) chaperones to visit University of California-Riverside, California State University-San Marcos, University of California-San Diego, and California State University-San Diego on January 19-20, 2023 and California State University-Fullerton, California State University-Long Beach, California State University-Channel Islands, and University of California-Santa Barbara on March 6-7, 2023, at a cost not-to-exceed \$40,000.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.2.4 COLLEGE TOURS FOR SENIOR AVID STUDENTS –
EISENHOWER HIGH SCHOOL**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve one (1) field trip to include fifty (50) students each and five (5) chaperones to visit the following colleges: University of California-Riverside, California State University-San Marcos, University of California-San Diego, and California State University-San Diego from December 1-2, 2022, at a cost not-to-exceed \$20,000.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.2.5 PHYSICAL EDUCATION EXEMPTION

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve exemption from all physical activities for student 275841 for the second semester of the 2021-2022 school year and the 2022-2023 school year.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3 BUSINESS AND FINANCIAL CONSENT ITEMS

E.3.1 WARRANT LISTING AND PURCHASE ORDER LISTING

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve the Warrant Listing Register and Purchase Order Listing for all funds from September 30, 2022 through October 27, 2022. (Sent under separate cover to Board Members). A copy for public review will be available on the District's website.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.2 DONATIONS

Moved By Clerk O'Kelley

Seconded By Member Walker

Accept the listed donations from Rialto Unified School District Nutrition Services on behalf of No Kid Hungry Campaign; Kroger; and VIP Transport and that a letter of appreciation be sent to the donor.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.3 AUTHORIZATION FOR THE PURCHASE AND WARRANTY OF TECHNOLOGY HARDWARE AND SOFTWARE FROM CONVERGEONE, INC. UTILIZING CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NUMBER 3-21-12-1009

Moved By Clerk O'Kelley

Seconded By Member Walker

Authorize the purchase and warranty of technology hardware and software from ConvergeOne, Inc. utilizing California Multiple Award Schedule (CMAS) Number 3-21-12-1009, at a cost to be determined at time of purchase(s), and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.4 AUTHORIZATION FOR THE PURCHASE, WARRANTY, AND ASSEMBLY OF FURNITURE AND OFFICE DESIGN/LAYOUT SERVICES FROM NATIONAL BUSINESS FURNITURE OF DELAWARE, LLC. UTILIZING CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NUMBER 4-20-71-0097D

Moved By Clerk O'Kelley

Seconded By Member Walker

Authorize the purchase, warranty, and assembly of furniture and office design/layout services from National Business Furniture of Delaware, LLC utilizing California Multiple Award Schedule (CMAS) Number 4-20-71-0097D, at a cost to be determined at time of purchase(s), and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.5 AUTHORIZATION FOR THE PURCHASE AND WARRANTY OF LANDSCAPE AND GROUNDS MAINTENANCE EQUIPMENT FROM TURF STAR, INC. UTILIZING CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NUMBER 4-21-07-3555

Moved By Clerk O'Kelley

Seconded By Member Walker

Authorize the purchase and warranty of landscape and grounds maintenance equipment from Turf Star, Inc. utilizing California Multiple Award Schedule (CMAS) Number 4-21-07-3555, at a cost to be determined at time of purchase(s), and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.6 SIGNATURE AUTHORIZATION FOR STATE/COUNTY DOCUMENTS

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve the authorization of Rhea McIver Gibbs, Ed.D., Lead Strategic Agent, to sign Notice of Employment documents and Certification of Board Minutes effective November 17, 2022.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.7 APPROVAL OF SY 2023-2024 ANNUAL RENEWAL OF SERVICES WITH SUPER CO-OP JOINT POWERS AUTHORITY LEAD AGENCY OF THE SUPER USDA FOODS SAN MATEO-FOSTER CITY SCHOOL DISTRICT

Moved By Clerk O'Kelley

Seconded By Member Walker

As a member of the Super Co-op, Rialto Unified School District Child Nutrition Services recommends that the Board of Education approve the agreement with Lead Agency San Mateo-Foster City School District. The costs of future items purchased using Super Co-op bids will be paid from Cafeteria Funds.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.8 AMENDMENT TO THE AGREEMENT WITH DIELI MURAWKA HOWE, INC. (DMH) FOOD SERVICE DESIGNERS FOR THE CENTRAL KITCHEN FREEZER/COOLER REPLACEMENT PROJECT

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an amendment to the agreement with Dieli Murawka Howe, Inc. (DMH) Food Service Designers to provide designing services required for the Central Kitchen Freezer/Cooler Replacement Project, extending the agreement through December 31, 2023, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.9 MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES PACIFIC UNIVERSITY

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a Teacher Education Memorandum of Understanding with Los Angeles Pacific University to assist current and future educators in completing state requirements for credentialing from December 1, 2022 through November 30, 2025, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.10 MEMORANDUM OF UNDERSTANDING (MOU) WITH SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS (SBCSS) PRE- APPRENTICE SPONSORSHIP

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve the memorandum of understanding (MOU) with San Bernardino County Superintendent of Schools (SBCSS) Pre-Apprentice Sponsorship and allow the District to fulfill its responsibilities under the MOU in accordance with the provisions of law and regulations that govern their activities, effective November 17, 2022 through August 1, 2024, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.11 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CALIFORNIA STATE UNIVERSITY SAN BERNARDINO (CSUSB) AND RIALTO UNIFIED SCHOOL DISTRICT ON THE TEACH RIALTO PARTNERSHIP PROGRAM

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve the Memorandum of Understanding (MOU) between California State University San Bernardino (CSUSB) and Rialto Unified School District on the Teach Rialto Partnership Program effective November 17, 2022 through June 30, 2024, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.12 AGREEMENT WITH CALIFORNIA BAPTIST UNIVERSITY

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve Clinical Field Experience Agreement with California Baptist University to assist current and future educators in completing state requirements for credentialing, effective November 17, 2022 through June 30, 2025, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.13 AGREEMENT WITH THE UNIVERSITY OF MASSACHUSETTS
GLOBAL - SUPERVISED INTERNSHIP**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a Supervised Internship Agreement with University of Massachusetts Global to assist current and future educators in completing state requirements for credentialing, effective January 1, 2023 through December 31, 2025.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.14 AGREEMENT WITH THE UNIVERSITY OF MASSACHUSETTS
GLOBAL - TRADITIONAL CLINICAL PRACTICE**

Approve a Traditional Clinical Practice Agreement with University of Massachusetts Global to assist current and future educators in completing state requirements for credentialing, effective January 1, 2023 through December 31, 2025, at no cost to the District.

Moved By Clerk O'Kelley

Seconded By Member Walker

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.15 AGREEMENT WITH THE UNIVERSITY OF MASSACHUSETTS
GLOBAL - INTERNSHIP CONTRACT**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an Internship Contract Agreement with University of Massachusetts Global to assist current and future educators in

completing state requirements for credentialing, effective January 1, 2023 through December 31, 2025, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.16 AGREEMENT WITH THE UNIVERSITY OF MASSACHUSETTS
GLOBAL SUPERVISED UNPAID DISTRICT EMPLOYEE
FIELDWORK**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a Supervised Unpaid District Employee Fieldwork Agreement with University of Massachusetts Global to assist current and future educators in completing state requirements for credentialing, effective January 1, 2023 through December 31, 2025, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.17 AGREEMENT WITH LUDWIG ENGINEERING ASSOCIATES,
INC., TO PROVIDE SURVEYING SERVICES FOR THE
INTERNATIONAL HEALING GARDEN PROJECT**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Ludwig Engineering Associates, Inc., to provide surveying services for the International Healing Garden project, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$15,000.00, and to be paid from Fund 40 – Special Reserve for Capital Outlay Projects.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.18 AGREEMENT WITH SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS (SBCSS) CURRICULUM, INSTRUCTION AND ACADEMIC ENRICHMENT (CIAE) - EISENHOWER HIGH SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with SBCSS-CIAE to facilitate professional development training at Eisenhower High School during the 2022-2023 school year, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$7,500.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.19 AGREEMENT WITH PADGETT'S CLEANING & RESTORATION, INC.

Moved By Clerk O'Kelley

Seconded By Member Walker

Ratify an agreement with Padgett's Cleaning & Restoration, Inc. to provide restoration services at the District Office's annex building, effective October 25, 2022 through December 31, 2022, at a cost not-to-exceed \$47,500.00, and to be paid from the General Fund, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.20 AMENDMENT NO. 1 TO THE AGREEMENT WITH PF VISION, INC. TO PROVIDE INSPECTION SERVICES FOR THE SPECIAL EDUCATION RENOVATION PROJECT

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve Amendment No. 1 to the agreement with PF Vision, Inc., to provide inspection services for the Special Education Renovation Project, extending the agreement through June 30, 2023, for an additional amount of \$25,000.00 for a total revised contract amount of \$109,000.00, and to be paid from Fund 40 – Special Reserve for Capital Outlay Projects.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.21 AGREEMENT WITH JUAN VIRGEN, MUSIC INSTRUCTOR - MORGAN ELEMENTARY SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Juan Virgen to provide music lessons at Morgan Elementary School, effective November 17, 2022 through March 31, 2023, at a cost not-to-exceed \$3,800.00, and to be paid from the ELO-P Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.22 AGREEMENT WITH 6CRICKETS INC. - FITZGERALD
ELEMENTARY SCHOOL**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with 6crickets to provide a one-stop cloud portal platform for Fitzgerald Elementary School, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$8,500.00, and to be paid from the ELOP Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.23 AGREEMENT WITH THE DAIRY COUNCIL OF CALIFORNIA –
BOYD ELEMENTARY SCHOOL**

Approve an agreement with The Dairy Council of California to provide an educational assembly at Boyd Elementary School, effective November 17, 2022 through June 30, 2023, at no cost to the District.

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with The Dairy Council of California to provide an educational assembly at Boyd Elementary School, effective November 17, 2022 through June 30, 2023, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.24 AGREEMENT WITH ENTOURAGE YEARBOOKS – RIALTO MIDDLE SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Entourage Yearbooks to provide online yearbook software and production support for Rialto Middle School during the 2022-2023 school year, effective November 17, 2022 through June 30, 2023, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.25 AGREEMENT WITH FOX THEATER, INC – MILOR HIGH SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Fox Theater in Redlands to provide an event space for Milor High School's prom 2023, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$25,000.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.26 AGREEMENT WITH GUIDED READERS INC – BOYD ELEMENTARY SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a renewal agreement with Guided Readers Inc. to provide supplemental guided reading materials at Boyd Elementary School,

effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$2,171.00, and to be paid from the General Fund (Title I).

Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.27 AGREEMENT WITH HOUGHTON MIFFLIN COURT – EISENHOWER HIGH SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a renewal agreement with Houghton Mifflin Court to purchase forty-five (45) licenses of Read 180 Universal for Eisenhower High School, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$14,200.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.28 AGREEMENT WITH LAMAR ADVERTISING

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with LAMAR advertising for Education Services, Expanded Learning Programs, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$22,800.00, and to be paid from the ELOP Funds.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.29 AGREEMENT WITH LEGENDS OF LEARNING - MATH BASECAMP

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Legends of Learning to provide a Math Basecamp program for all students in grades K through 5 at 20 elementary schools, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$19,000.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.30 AGREEMENT WITH LEXIA LEARNING SYSTEMS LLC – BEMIS ELEMENTARY SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a renewal agreement with Lexia Learning Systems LLC to provide an online reading intervention program for students in grades K through 5 at Bemis Elementary School, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$8,550.00, and to be paid from the ESSER Fund.

Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.31 AGREEMENT WITH MUERTOONS - MYERS ELEMENTARY SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a renewal agreement with Muertoons for family engagement and reading programs at Myers Elementary School, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$950.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.32 AGREEMENT WITH NEURO-EDUCATIONAL CLINIC –
VERONICA OLVERA, PSYCHOLOGIST**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Neuro-Educational Clinic, Veronica Olvera, Psychologist, to provide needed Independent Educational Evaluations (IEEs), effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$20,000.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.33 AGREEMENT WITH PANORAMA EDUCATION – KUCERA
MIDDLE SCHOOL**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Panorama Education to provide student licenses and remote instruction tools at Kucera Middle School, effective November 17, 2022 through November 17, 2023, at a cost not-to-exceed \$6,500.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.34 AGREEMENT WITH PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) - JEHUE MIDDLE SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a renewal agreement with Parent Institute for Quality Education (PIQE) to facilitate two 8-week training courses for the 2022-2023 school year at Jehue Middle School, effective March 15, 2023 through May 30, 2023, at a cost not-to-exceed: \$18,000.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.35 AGREEMENT WITH PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) - SIMPSON ELEMENTARY SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with the Parent Institute for Quality Education to facilitate parent engagement programs at Simpson Elementary School, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$12,500.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.36 AMENDMENT TO THE AGREEMENT WITH PRACTI-CAL MEDI-CAL LOCAL EDUCATION AGENCY BILLING OPTION PROGRAM

Moved By Clerk O'Kelley

Seconded By Member Walker

Amend the agreement with Practi-Cal Medi-Cal Local Education Agency Billing Option Program from \$67,543.00 to \$74,297.00, at a cost not-to-exceed \$6,754.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.37 AGREEMENT WITH ROSETTA STONE LLC

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Rosetta Stone to provide an adaptive language acquisition program for approximately 250 English Learners and students in the Dual Language Immersion Program at the earliest levels of proficiency, effective November 17, 2022 through November 16, 2023, at a cost not-to-exceed \$20,245.00, and to be paid from the General Fund (Title III).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.38 AGREEMENT WITH ST MATH – KORDYAK ELEMENTARY SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve a renewal agreement with ST Math to provide students with math support to master math concepts at Kordyak Elementary

School, effective November 16, 2022 through June 30, 2023, at a cost not-to-exceed \$4,325.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.39 AGREEMENT WITH ST. CATHERINE OF SIENA PRIVATE SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with St. Catherine of Siena Private School for Anna Corlew and Salve Banzon to provide extended day services during non-school hours three (3) to five (5) times per week to students identified as English Learners at St. Catherine of Siena Private School, effective November 17, 2022 through June 7, 2023, at a cost not-to-exceed \$2,891.00, and to be paid from the General Fund (Title III).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.40 AGREEMENT WITH TAKE ACTION GLOBAL (TAG)

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Take Action Global for professional development for Rialto STEM CARES and Morris Elementary School including site approval for volunteer guest speakers, effective November 16, 2022 through June 30, 2023, at a cost not-to-exceed \$20,000.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.41 AGREEMENT WITH THEATER WORKS USA – DOLLAHAN ELEMENTARY SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Theater Works USA to provide two theater performances for all Dollahan students, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$2,500.00, and to be paid from the General Fund.

Board President was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.42 AGREEMENT WITH SDL INC. DBA TRADOS STUDIO

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Trados Studio to expedite translation services across our district, provide training plus five (5) concurrent cloud based user licenses with an online editor, and a professional license to align past documents, effective November 17, 2022 through November 16, 2023, at a cost not-to-exceed \$13,165.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.43 AGREEMENT WITH TRAVELING TIDEPOLS – ZUPANIC
VIRTUAL ACADEMY**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Traveling Tidepools learning experience for students at Zupanic Virtual Academy, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$875.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.44 AGREEMENT WITH VOYAGER SOPRIS LEARNING – TRAPP
ELEMENTARY SCHOOL**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Voyager Sopris Learning to provide Step Up to Writing program at Trapp Elementary School, effective November 17, 2022 through June 1, 2023, at a cost not-to-exceed \$15,615.00, and to be paid from the General Fund (Title I).

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

**E.3.45 AGREEMENT WITH WOMEN ON THE MOVE NETWORK
ORGANIZATION – KELLEY ELEMENTARY SCHOOL**

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with Women on the Move Network to provide an in person after school activity based mentoring program at Kelley

Elementary, effective November 17, 2022 through June 30, 2023, at no cost to the District.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.46 AGREEMENT WITH ZSPACE - WERNER ELEMENTARY SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with zSpace to provide a program for 3D printing at Werner Elementary School, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$5,700.00, and to be paid from the Comprehensive School Improvement Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.3.47 APPROVE COMMUNITY MEMBER TO ATTEND THE CALIFORNIA SCHOOLS BOARD ASSOCIATION (CSBA) ANNUAL EDUCATION CONFERENCE (AEC) AND GOLDEN BELL AWARDS CEREMONY

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve registration, lodging, transportation, and meal expenses for one (1) community member to attend the California Schools Board Association (CSBA) Annual Education Conference (AEC), to be held December 1, 2022 through December 3, 2022, at the San Diego Convention Center. Community Member will also attend the CSBA 2022 Golden Bell Recognition Ceremony on Thursday, December 1, 2022, at a cost not-to-exceed \$3,000.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.4 FACILITIES PLANNING CONSENT ITEMS

E.4.1 RESOLUTION NO. 22-23-28 ANNUAL DEVELOPER FEE REPORT AND ANNUAL ACCOUNTING OF DEVELOPER FEES FOR THE FISCAL YEAR 2021-2022

Moved By Clerk O'Kelley

Seconded By Member Walker

Adopt Resolution No. 22-23-28 approving the Annual Developer Fee Report and Annual Accounting of Developer Fees for the fiscal year 2021-2022, in compliance with Government Code Section 66006, at no cost to the District.

Board President was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.4.2 NOTICE OF COMPLETION GOLDEN GATE STEEL, INC. DBA GOLDEN GATE CONSTRUCTION

Moved By Clerk O'Kelley

Seconded By Member Walker

Accept the work completed by October 26, 2022, by Golden Gate Steel, Inc. dba Golden Gate Construction for all work required in connection with the ADA Front Entry Upgrades at Myers Elementary School, and authorize District personnel to file a Notice of Completion with the San Bernardino County Recorder.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.5 PERSONNEL SERVICES CONSENT ITEMS

E.5.1 PERSONNEL REPORT NO. 1288 FOR CLASSIFIED AND CERTIFICATED EMPLOYEES

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve Personnel Report No. 1288 for classified and certificated employees.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.6 MINUTES

E.6.1 MINUTES OF THE REGULAR BOARD OF EDUCATION MEETING HELD OCTOBER 5, 2022

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve the minutes of the Regular Board of Education Meeting held October 5, 2022.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E.6.2 MINUTES OF THE REGULAR BOARD OF EDUCATION MEETING HELD OCTOBER 19, 2022

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve the minutes of the Regular Board of Education Meeting held October 19, 2022.

Board President Montes was absent. Vote by Board Member to approve Consent Calendar items with preferential vote by Student Board Member, Steven Gaytan:

Approved by a Unanimous 4 to 0 Vote

E. CONSENT CALENDAR ITEMS

E.3 BUSINESS AND FINANCIAL CONSENT ITEMS

E.3.48 AMENDMENT TO THE AGREEMENT WITH VARIOUS VENDORS FOR THE DISTRICT'S ALIANZA LATINA (FESTIVAL LATINO) EVENT

~~Ratify approval of an amendment to the Agreement with Various Vendors for the District's Alianza Latina (Festival Latino) Event, to replace vendor, Lu-va, Lu-va with community member, Mrs. Evelyn Dominguez, and reimburse her for the payment of 1200 cups of prepared cotton candy cups served at the Festival Latino, held on Saturday, September 24, 2022, at a cost not-to-exceed \$3,600.00, and to be paid from the General Fund.~~

Item was pulled prior to adoption of the agenda.

F. DISCUSSION/ACTION ITEMS

F.1 AUTHORIZATION FOR THE PURCHASE AND/OR LEASE OF RELOCATABLE BUILDINGS FROM SKC COMPANY UTILIZING A PUBLIC CONTRACT AWARDED THROUGH GARDEN GROVE UNIFIED SCHOOL DISTRICT AS PART OF BID NO. 1905

Moved By Clerk O'Kelley

Seconded By Member Walker

Authorize the Purchase and/or Lease of Relocatable Buildings from SKC Company utilizing a public contract awarded through Garden Grove Unified School District as part of Bid No. 1905, at at a cost not-to-exceed \$392,792.58, and to be paid from Fund 25 – Capital Facilities Fund.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.2 AMENDMENT NO. 3 TO AGREEMENT #C-19-0088 WITH PCH ARCHITECTS TO PROVIDE ARCHITECTURAL/ENGINEERING SERVICES FOR THE CENTRAL KITCHEN FREEZER/COOLER REPLACEMENT PROJECT

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve Amendment No. 3 to agreement #C-19-0088 with PCH Architects to provide architectural/engineering services, including extended construction administration services for the Central Kitchen Freezer/Cooler Replacement Project by extending the term of the agreement from December 31, 2022 to January 31, 2024, with an increase cost of \$54,610.00 for a total contract amount not-to-exceed \$127,483.00, and to be paid from Fund 40 – Special Reserve for Capital Outlay Projects. All other terms of the agreement will remain the same.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.3 AGREEMENT WITH PF VISION INC. TO PROVIDE INSPECTION SERVICES FOR THE CENTRAL KITCHEN FREEZER/COOLER REPLACEMENT PROJECT

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with PF Vision Inc. to provide inspection services for the Central Kitchen Freezer/Cooler Replacement Project, effective November 17, 2022 through January 31, 2024, at a cost not-to-exceed \$120,000.00, and to be paid from Fund 40 – Special Reserve for Capital Outlay Projects.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.4 AGREEMENT WITH NANCY K. BOHL, INC. dba THE COUNSELING TEAM INTERNATIONAL (TCTI)

Moved By Clerk O'Kelley

Seconded By Member Martinez

Ratify an agreement with Nancy K. Bohl, Inc., dba The Counseling Team International (TCTI) to provide short-term professional counseling to District employees and their eligible family members, as well as District approved volunteers, effective July 1, 2022 through June 30, 2023. Approve the option to renew the agreement for an additional two (2) years at a 5% increase per year (Fiscal Year 2022-2023 \$53,500.00, fiscal year 2023-2024 \$55,900.00, fiscal year 2024-2025 \$58,420.00, for a total cost not-to-exceed \$167,820.00), and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.5 AGREEMENT WITH GLOBAL BUSINESS SOLUTIONS, LLC – EISENHOWER HIGH SCHOOL

Moved By Clerk O'Kelley

Seconded By Member Martinez

Approve an agreement with Global Business Solutions, LLC for the Career Technical Education Cybersecurity Pathway at Eisenhower High School, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$54,000.00, and to be paid from the CTEIG Fund.

Board President Montes was absent. Vote by Board Member:

Approved by a Unanimous 4 to 0 Vote

F.6 AGREEMENT WITH EDTHEORY LLC.

Moved By Clerk O'Kelley

Seconded By Member Walker

Approve an agreement with EdTheory LLC. to secure additional staffing aide needs, effective November 17, 2022 through June 30, 2023, at a cost not-to-exceed \$500,000.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.7 AGREEMENT WITH THINK TOGETHER

Moved By Clerk O'Kelley

Seconded By Member Martinez

Approve an agreement with THINK Together, Inc., a non-profit corporation, to provide 30 additional 9-hour days of enrichment programs during non-instructional days (includes Summer school) across 24 school sites to support learning and enrichment for students in Rialto Unified School District, effective November 17, 2022 through June 30, 2023, at cost not-to-exceed \$2,364,706.00, and to be paid from the ELOP Fund.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.8 AGREEMENT WITH ELEVO STAFFING

Moved By Member Walker

Seconded By Clerk O'Kelley

Approve an agreement with Elevo to provide staffing for classroom support positions throughout the district to fill current vacancies during the remainder of the 2022-2023 school year, Summer School and Extended School Year (ESY), at a cost not-to-exceed \$300,000.00, and to be paid from the General Fund.

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.9 RESOLUTION NO. 22-23-29 - REMUNERATION

Moved By Vice President Lewis

Seconded By Member Martinez

Adopt Resolution No. 22-23-29 excusing the absence of Board Clerk Nancy G. O'Kelley, from the Wednesday, October 19, 2022 regular meeting of the Board of Education.

**Board President Montes was absent. Vote by Board Members:
(Ayes) Vice President Lewis, Member Martinez, Member Walker
(Abstain) Clerk O'Kelley**

Majority Vote

F.10 LIABILITY CLAIM NO. 22-23-02 REJECTION

Moved By Vice President Lewis

Seconded By Clerk O'Kelley

Deny Liability Claim No. 22-23-02

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.11 EMPLOYMENT CONTRACT FOR SUPERINTENDENT, CUAUHTÉMOC AVILA, ED.D.

Moved By Clerk O'Kelley

Seconded By Member Martinez

Board took action to table item F.11 for future Board meeting.

~~Approve the contract for employment with Cuauhtémoc Avila, Ed.D. for service as District Superintendent. Prior to a vote on this item, consistent with Government Code Section 54943, the Board President will orally report a summary of the salary and compensation provided under the contract.~~

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.12 ADMINISTRATIVE HEARING

Moved By Clerk O'Kelley

Seconded By Member Martinez

Case Number: 22-23-20

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

F.13 STIPULATED EXPULSION

Moved By Clerk O'Kelley

Seconded By Member Walker

Case Numbers:

22-23-24

22-23-23

22-23-18

Board President Montes was absent. Vote by Board Members:

Approved by a Unanimous 4 to 0 Vote

G. ADJOURNMENT

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on December 14, 2022, at 7:00 p.m. at the Dr. John Kazalunas Education Center, 182 East Walnut Ave, Rialto, California.

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

Moved By Clerk O'Kelley

Seconded By Member Martinez

Board President Montes was absent. Vote by Board Member to adjourn with preferential vote by Student Board Member, Steven Gaytan:

Time: 9:00 p.m.

Approved by a Unanimous 4 to 0 Vote

Clerk, Board of Education

Secretary, Board of Education

DISCUSSION / ACTION ITEMS



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH THE CENTER FOR CULTURALLY RESPONSIVE TEACHING AND LEARNING**

Background: On September 21, 2022 the Board of Education approved an agreement with Dr. Sharroky Hollie’s Center for Culturally Responsive Teaching and Learning to provide Validate, Affirm, Build and Bridge (VABB) Academy services for sixteen (16) schools, effective September 22, 2022 through June 30, 2023.

Reasoning: Amendment to agreement is needed to include the two “in-person jumpstart” sessions that were not included in the previous board item. The adjustment to the cost would change from \$44,000.00 to \$53,000.00.

Recommendation: Amend an agreement with Dr. Sharroky Hollie’s Center for Culturally Responsive Teaching and Learning to provide Validate, Affirm, Build and Bridge (VABB) Academy services for sixteen (16) schools with an increased cost of \$9,000.00 for a total cost not-to-exceed \$53,000.00, effective September 22, 2022 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$53,000.00 – General Fund

Submitted by: Ayanna Ibrahim-Balogun, Ed.D.
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE)**

Background: Parent Institute for Quality Education (PIQE) provides training for parents in which they engage, empower, and transform parents to actively participate in their children’s education and strengthen parent-school collaboration. Training culminates in a graduation ceremony with completion certificates being awarded to parents who attend four or more training sessions.

Reasoning: Dunn, Fitzgerald, Henry, Morgan, Preston, and Werner parents will learn and develop techniques, which will enable them to actively address the educational needs of their school-age children. Parents will also learn how to better communicate with teachers and staff to improve the education experience for their students. The training culminates in a graduation ceremony with completion certificates for participating parents. Parent engagement through PIQE aligns to Strategies IV and V of the District’s strategic plan. By ensuring full engagement of Rialto USD families as well as bridging schools and community learning opportunities. Rialto Unified Schools have worked with PIQE for over 10 years,

Recommendation: Approve a renewal agreement with the Parent Institute for Quality Education (PIQE) to facilitate parent engagement programs at Dunn, Fitzgerald, Henry, Morgan, Preston, and Werner Elementary Schools, effective December 15, 2022 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$77,500.00 – General Fund (Title I)

Submitted by: Raymond Delgado, Ed.D.
Reviewed by: Patricia Chavez, Ed.D.



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AGREEMENT WITH AUTISM SPECTRUM INTERVENTION AND TRAINING**

Background: The District contracts with Autism Spectrum Intervention Services & Training to provide Applied Behavior Analyst (ABA) Aides who can support our student with behaviors. On June 22, 2022, the Board of Education approved an agreement with Autism Spectrum Intervention Services & Training for an amount not-to-exceed \$400,000.00 for the 2022-23 school year.

Reasoning: The District has a need to provide additional services to students during the 2022-2023 school year and Extended School Year (ESY) due to students requiring services as per their Individualized Education Program. The District is short staffed in the area of Behavior Intervention intensive one-on-one support providers. District staff recommend that the Board approve the Amendment with Autism Spectrum Intervention Services & Training to increase the dollar amount of the contract by \$600,000.00 for a new not-to-exceed dollar amount of \$1,000,000.00.

Recommendation: Amend an agreement with Autism Spectrum Intervention Services & Training to provide Applied Behavior Aides (ABA) increasing the cost of the contract by \$600,000.00 for a total cost of \$1,000,000.00, effective December 15, 2022 through June 30, 2023.

Fiscal Impact: Not-to-exceed \$1,000,000.00 - General Fund

Submitted by: Jennifer Johnson
Reviewed by: Patricia Chavez, Ed.D.



Rialto Unified School District

Board Date: December 14, 2022

TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **AUTHORIZATION FOR THE PURCHASE OF PORTABLE CLASSROOMS FROM SILVER CREEK INDUSTRIES, LLC UTILIZING A PUBLIC CONTRACT AWARDED THROUGH HESPERIA UNIFIED SCHOOL DISTRICT AS PART OF BID NO. 22-001**

Background: The purpose of this agenda item is to seek Board authorization to utilize the public contract awarded to Silver Creek Industries, LLC through a competitive bid conducted by the Hesperia Unified School District under Bid No. 22-001 – Portable Classrooms. On September 9, 2021 the Hesperia Unified School District released a bid for the purchase of portable buildings. On November 8, 2021, the Hesperia Unified School District Board of Education approved an award for a unit price contract to Silver Creek Industries, LLC for one year from November 8, 2021 through November 8, 2022. On September 22, 2022, Hesperia Unified School District exercised the option to renew the contract for an additional one-year term from November 8, 2022 through November 8, 2023. The bid award included options for other public agencies to utilize the awarded bid and procure modular buildings from Silver Creek Industries, LLC under the same terms and conditions. The District can, without going to bid, utilize such public contracts pursuant to California Public Contract Code Sections 20118.

Reasoning: The bid awarded to Silver Creek Industries, LLC will allow the District to purchase modular buildings for the Zupanic Virtual Academy project to meet the need for virtual classroom space to accommodate the virtual instructional program offered by the District.

Recommendation: Authorize the Purchase of Portable Classrooms from Silver Creek Industries, LLC utilizing a Public Contract Awarded through Hesperia Unified School District as part of Bid No. 22-001.

Fiscal Impact: \$2,182,159.40 – Fund 25 – Capital Facilities Fund

Submitted by: Angie Lopez
Reviewed by: Diane Romo



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **FIRST INTERIM FINANCIAL REPORT**

Background: Pursuant to Education Code section 42131, twice each year, the Board of Education must certify to the San Bernardino County Superintendent of Schools (SBCSS) and the California Department of Education (CDE) that the District can meet its financial obligations for the current and subsequent two fiscal years.

The First Interim Financial Report presents actual to date data as of October 31, 2022. This report must be approved and certified as positive, qualified, or negative by the Governing Board and submitted to the SBCSS by December 15, 2022. The three certifications are defined as follows:

1. **A Positive Certification** means that a district will meet its financial obligations (including the 3 percent reserve) for the current and subsequent two fiscal years.
2. **A Qualified Certification** means that a district may not meet its financial obligations for the current or subsequent two fiscal years (less than the 3 percent reserve in any year.)
3. **A Negative Certification** means that a district will not meet its financial obligations for the remainder of the fiscal year or for the next subsequent fiscal year (depleted cash.)

Reasoning: The First Interim Report consists of projections for average daily attendance (ADA) and General Fund Summary (revenues, expenditures, and fund balance) for the current and subsequent two fiscal years. Also included are a current year Cash Flow Projection, a Summary Review of State Financial Criteria and Standards, and a Certification that the District will meet its financial obligations for the current and subsequent two fiscal years.

The First Interim Financial Report (under separate cover) and Assumptions and Recap are presented to the Board of Education for approval with a **Positive Certification** as the District will meet its obligations in the current and subsequent two fiscal years

Recommendation: Approve the FY 2022-2023 First Interim Financial Report as presented.

Fiscal Impact: No fiscal impact

Submitted by: Nicole Albiso
Reviewed by: Diane Romo



TO: Board of Education

FROM: Cuauhtémoc Avila, Ed.D., Superintendent

ITEM: **RESOLUTION NO. 22-23-31 - AGREEMENT FOR BATTERY ENERGY STORAGE SERVICES AND DELEGATING AUTHORITY TO TAKE RELATED ACTIONS**

Background: The District began working with Onyx Development Group LLC in 2019 to install a Battery Energy Storage Systems (BESS) at Fitzgerald Elementary School, Kordyak Elementary School, Kucera Middle School, and Carter High School. In February 2021, Southern California Edison (SCE) filed an Action Plan with the California Public Utilities Commission (CPUC) that contained several projects to address wildfire concerns and Public Safety Power Shutoff (PSPS) events further supporting the District's intent to install a BESS. The installation, lease, and maintenance of the BESS is entered into under Government Code 4217.10 et seq.

Reasoning: The four schools located within the District's high-risk fire area can be subject to PSPS at any time. PSPS is a state mandated, operational practice in which SCE shuts-off power as a preventative measure in high wind/fire risk zoned areas. PSPS rate of occurrence is contingent on weather and other environmental factors which have caused school sites to close, postpone instruction, and evacuate with minimal or same day notice. Entering into an agreement with a BESS provider will allow the District to reduce disruption to student instruction and maintain power during potential PSPS events. The District has secured funding for this project through the Self-Generation Incentive Program (SGIP) in addition to the funding provided by SCE and the CPUC to install a BESS at Kordyak Elementary School.

Recommendation: Adopt Resolution No. 22-23-31, providing an agreement for Battery Energy Storage Service with Onyx Development Group LLC and Delegating Authority to Take Related Actions.

Fiscal Impact: No fiscal impact, as the proposed Energy Conservation Agreement will provide that the energy cost savings attributable to the projects shall exceed the costs to the District of those projects.

Submitted by: Ricardo G. Salazar & Matt Carter
Reviewed by: Diane Romo

RESOLUTION NO. 22-23-31

APPROVING AN AGREEMENT FOR BATTERY ENERGY STORAGE SERVICES WITH ONYX DEVELOPMENT GROUP LLC AND DELEGATING AUTHORITY TO TAKE RELATED ACTIONS

WHEREAS, Self-Generation Incentive Program (“SGIP”) provides incentives to support existing, new, and emerging distributed energy resources. SGIP provides rebates for qualifying distributed energy systems installed on the customer's side of the utility meter. Qualifying technologies include wind turbines, waste heat to power technologies, pressure reduction turbines, internal combustion engines, microturbines, gas turbines, fuel cells, and advanced energy storage systems; and

WHEREAS, SGIP funding can be used to pay costs associated with the planning, design work, engineering, development, delivery, construction, installation, integration, connection, commissioning, operation and maintenance of battery-energy storage systems (each a “System” or “BESS”); and

WHEREAS, the Rialto Unified School District (“District”) desires to contract with a qualified and experienced contractor for installation of BESS at each of certain District schools, including Fitzgerald Elementary School, Kordyak Elementary School, Kucera Middle School, and Carter High School (“Project”); and

WHEREAS, Southern California Edison (“SCE”) filed an Action Plan with the California Public Utilities Commission (“CPUC”) in February of 2021, which contained several projects to address wildfire concerns and Public Safety Power Shutoff (“PSPS”) Events, one of those projects being the addition of microgrid islanding capability to the BESS to be installed at Kordyak Elementary; and

WHEREAS, the District and Onyx Development Group LLC (“Onyx”) have negotiated that certain “Agreement for Battery Energy Storage Services” to thereby provide for installation of BESS at the District schools identified above in this Resolution (“Services Agreement”); and

WHEREAS, prior to consideration of this Resolution by the Board of Education of the Rialto Unified School District (“Board of Education”), the District provided a copy of the Service Agreement to the Board of Education for its review and consideration; and

WHEREAS, Government Code Sections 4217.10 through 4217.18, inclusive, authorize any public agency in the State of California to enter into an energy service contract with another party if such party will provide energy or conservation services to the public agency, and if the anticipated cost to the public agency for the proposed energy or conservation services will be less than the anticipated marginal cost of the energy the public agency would have consumed if it hadn't entered into the energy service contract; and

WHEREAS, District staff provided to the Board of Education the information relating to the Project necessary for the Board of Education to make the finding required pursuant to Government Code Section 4217.12, which includes information regarding the anticipated costs to the District of the Project and the anticipated energy-cost savings to be achieved by the District as a result of the Project; and

WHEREAS, District staff believes it will be in the best interests of the District to facilitate the Project by entering into the Services Agreement; and

WHEREAS, District staff has determined that the Project is exempt from the California Environmental Quality Act (“CEQA”) in accordance with Sections 15303, 15311, and 15314 of Title 14, Division 6, Chapter 3, Article 19 of the California Code of Regulations (“CEQA Guidelines”); and

WHEREAS, in accordance with Government Code Section 4217.12, the District gave public notice at least two weeks in advance of the public hearing to be held on December 14, 2022; and

WHEREAS, on December 14, 2022, prior to consideration of this Resolution, the Board of Education opened and completed the public hearing required pursuant to Government Code Section 4217.12, and each person desiring to testify during the hearing was given a full and fair opportunity to testify during the hearing; and

NOW, THEREFORE, the Board of Education does hereby find, order, and resolve as follows:

Section 1. The Board of Education hereby finds that the foregoing recitals are true and correct, and hereby adopts such recitals as findings of the Board of Education.

Section 2. The Board of Education hereby finds that the anticipated cost to the District of the Project, as implemented through the Services Agreement, will be less than the anticipated marginal cost to the District of the energy that would have been consumed by the District in the absence of the Project.

Section 3. The Board of Education hereby finds that it will be in the best interests of the District to enter into the Services Agreement, based on the provisions therein, and the Board of Education hereby approves the Services Agreement in the form provided by District staff for review by the Board of Education, including, without limitation, the pricing structure set forth therein.

Section 4. The Board of Education hereby finds that the Project is exempt from CEQA pursuant to Sections 15303, 15311, and 15314 of the CEQA Guidelines and, therefore, authorizes and directs the Superintendent of the District (“Superintendent”), the Lead Business Services Agent for the District (“Assistant Superintendent”), the Agent, Purchasing Services (“Director”), and/or their designee, to file or cause the filing of a notice of exemption from CEQA.

Section 5. The Board of Education hereby authorizes and directs the Superintendent, the Assistant Superintendent, the Director, and/or their designee, to: (i) execute and deliver the Services Agreement, in the form hereby approved; (ii) make such conforming and/or non-substantive changes to the Services Agreement as they, in consultation with District legal counsel, determine necessary and/or appropriate; (iii) propose such other changes to the Services Agreement as they, in consultation with the District’s legal counsel, reasonably determine appropriate, for subsequent ratification by the Board of Education; and (iv) take such actions, execute and deliver such other documents, and expend such funds, as necessary to implement the intent of this Resolution and the Services Agreement.

Section 6. This Resolution shall take effect immediately upon approval and adoption by the Board of Education.

APPROVED and ADOPTED by the Board of Education of the Rialto Unified School District of San Bernardino County, at a regular meeting of the Board of Education held December 14, 2022, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAINED: _____

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

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

President, Board of Education

**Rialto Unified School District
and
California School Employees Association and its Chapter 203
Tentative 2022-2023 Contract Agreement**

November 15, 2022

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 2022-2023 bargaining proposals.

Any issue, subject, or matter discussed by the District and CSEA during negotiations over the 2022-2023 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. All Articles and Appendices not mentioned below will remain status quo.

Agreement on the 2022-2023 contract amendments shall be conditional upon ratification of this Tentative Agreement and finalization of contract language.

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

ARTICLE I: AGREEMENT

1. This agreement made and entered into this ~~3rd day of, October, 2019~~ **15th day of November, 2022**, between the Rialto Unified School District (hereinafter referred to as "District") and the California School Employees Association and its Rialto Chapter #203 (hereinafter referred to as "Association") shall commence July 1, ~~2019~~**2022**, and continue through June 30, ~~2022~~**2025**, except as otherwise provided pursuant to Article XXV, Term of Agreement.

(All other language in Article I will remain status quo)

ARTICLE III: DEFINITIONS

1. "**ASSOCIATION**" shall mean Rialto Chapter 203 of the California School Employees Association (CSEA), recognized by the District as the exclusive representative for the unit of employees covered by this Agreement.
2. "**COMPLAINT**" shall mean an alleged violation, misapplication or misinterpretation of any law, District policy, rule, regulation or practice which adversely affects the complainant and which is not contained in this

Agreement. A complaint may relate to an employee evaluation. A complaint is processed through the District complaint procedure and not through the grievance procedure. Complaints shall be filed by using the District complaint form.

3. "CONFEREE" may be a fellow employee, or Association representative selected by the grievant to assist the employee in presenting and processing the claimant's grievance, except in the "Informal Conference Procedure" of this Agreement.
4. "DAYS" shall mean any day on which the central administration offices of the District are open for business or any day which the employee and the supervisor are required to be on duty.
5. "DISTRICT GRIEVANCE FORMS" shall mean a District-provided form, completed in writing by the employee within the time limits indicated.
6. "EMERGENCY" shall mean a serious, sudden and generally unexpected occurrence requiring immediate action such as a natural disaster, conflagration, epidemic or work stoppage.
7. "EMPLOYEES" shall mean those full or part-time members of the classified service for whom the Association is recognized as the exclusive representative.
8. "EVALUATOR" shall be the employee's Immediate Supervisor and/or any other employee who is so designated by the Superintendent.
9. "GRIEVANCE" shall mean a written allegation by a bargaining unit member and/or the Association of a violation, misapplication or misinterpretation of a specific provision of this Agreement and which adversely affects the grievant or the Association.
10. "GRIEVANT" shall mean either an employee covered by this Agreement filing a grievance or the Association filing a grievance.
11. "IMMEDIATE SUPERVISOR" shall be the first level Supervisor (Administrator) having immediate jurisdiction over the grievant, and who has been designated to adjust grievances.
12. "PERMANENT EMPLOYEE" in reference to District employment status, shall mean an employee who has completed his/her initial probationary period in the classified service. In reference to employment status in a specific class, an employee who has completed a probationary period for that class.
13. "SUBSTITUTE EMPLOYEE" as used herein means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill

a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than ninety (90) calendar days, of one or more substitute employees.

14. "PROBATIONARY PERIOD" shall mean the ~~nine (9)~~ **six (6)** working month trial period following an original appointment to a permanent position. The probationary period for permanent/promotional employees shall be six (6) working months. ~~The probationary period may be extended on a case-by-case basis upon mutual agreement of the District and the Association.~~
15. "SUPERINTENDENT" shall mean the Superintendent of the Rialto Unified School District, or designee.
16. A "TRANSFER" is defined as a change of the assigned work location or site and within the same classification.
17. "WORKDAY" shall mean any day that employees are required to render regular service (exclusive of days for which overtime is paid).
18. "WORK YEAR" shall mean the number of workdays that employees are assigned to serve during the regular school year that begins July 1 and runs through June 30 of the next succeeding calendar year.

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

1. The District will set aside annually an amount sufficient for reimbursing an employee under the terms of this Article. The District may reimburse the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, cell phones or articles of clothing necessarily worn or carried by the employee, or vehicles, when such items are damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty.
2. The District may reimburse an employee for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to paragraph "c" below.
3. If the items are damaged beyond repair or stolen, the actual value of such items may be reimbursed. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation. Each claim by an employee will be judged on its individual merits.
4. Reimbursements shall be based on the following:

- a. No reimbursement shall be made for any item having a value of less than ten dollars (\$10.00) at the time of damage or theft, nor shall any reimbursement be made for repairs of less than ten dollars (\$10.00). The maximum reimbursement for any one loss shall not exceed seven hundred fifty dollars (\$750.00). Reimbursement shall be subject to the availability of funds authorized by the Board of Education for this specific purpose.
- b. A written request for reimbursement for damage to property shall be filed by the employee with the Risk Management Administrator within thirty (30) days of the date of loss and shall be signed by the employee and the Immediate Supervisor. The District may review and/or investigate any request for reimbursement as it deems necessary before granting reimbursement.
- c. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices is provided only when approval for the use of the personal property in the schools or offices was given before the property was brought to the school or office and when the value of the property was agreed upon in writing by the person bringing in the property, the Immediate Supervisor, and the Risk Management Administrator.
- d. Reimbursement for vehicle damage shall be limited to reimbursement of the deductible amount of the employee's insurance policy not to exceed five hundred dollars (\$500.00), for damages resulting from malicious acts of others while a vehicle is parked on or adjacent to the school or at the site of authorized District activities. **Reimbursement for repair of vehicle damage for these unit member's who do not have a deductible insurance policy shall be limited to the actual cost of repair not to exceed five hundred dollars (\$500).** Collision, theft of an entire vehicle, any optional equipment attached thereto, any personal property within the vehicle, and damage to a vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage. ~~Damage to an employee's vehicle caused by a collision due to the District's negligence shall not be excluded from coverage under this Article.~~
- e. Where the claim involves a vehicle or theft of property, a report shall be made to the police and the police report number included in the claim.
- f. The employee must assign to the District right of subrogation to the extent of any reimbursement made by the District.
- g. Recommendations for reimbursements shall be made by the Superintendent and his/her decision will be final. The decision to deny payment shall not be arbitrary or capricious and any denial shall include the reason(s) for denial.

ARTICLE XII: LEAVES

CATASTROPHIC LEAVE

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

MATERNITY LEAVE

1. Employees covered by this Agreement shall be entitled to use sick leave, as set forth in this Agreement, for disabilities caused by or contributed to pregnancy, miscarriage, childbirth, and recovery therefrom. Sick leave shall not be used for child care, child rearing or preparation for child bearing.
2. The length of such maternity leave, including the date on which the leave shall commence and the date on which the employee's duties with the district are to be resumed, shall be determined by the employee's physician.
3. When sick leave has been exhausted, employees may be entitled to leave without pay. All fringe benefits may be extended at the employee's expense until the end of the school year, if approved by the insurance carrier. The date on which the employee shall resume duties shall be determined under Article XII, General Provisions, Sections 4 and 5.

BEREAVEMENT LEAVE

1. The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's immediate family. Members of the employee's immediate family are defined as mother, mother-in-law, step-mother, father, father-in-law, step-father, husband, wife, registered domestic partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, sister, aunt or uncle, brother-in-law, sister-in-law, step-brother, step-sister, grandmother, grandfather, grandchild of the employee or grandchild of the spouse of the employee, or any relative living in the immediate household of the employee. In-law or step relationships above apply to spouse or registered domestic partners. Under extraordinary circumstances, the ~~Superintendent~~ **Personnel Administrator** may in his/her discretion grant Bereavement Leave in case of death outside the immediate family.
2. An employee shall be granted up to three (3) days bereavement leave for the death of a member of the employee's immediate family. However, an employee shall be granted five (5) days bereavement leave for the death of a spouse/child.
3. An employee exercising this leave of absence provision shall notify the Immediate Supervisor or the appropriate ~~Associate Superintendent~~ **Service Area Lead** as soon as possible and indicate the expected duration of the absence.
4. If prolonged travel or extenuating circumstances is required, the employee may petition the ~~Superintendent~~ **Personnel Administrator** for up to two (2) additional days extension on this leave.

5. Immediately upon return to active service, the employee shall complete the appropriate absence form and submit it to the Immediate Supervisor.
6. The employee shall provide, ~~upon District request, additional~~ verification of the use of these leave provisions.
7. Bereavement shall be taken within a reasonable time of the death of the employee's family member.

PERSONAL LEAVE WITHOUT PAY

1. Permanent employees may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.
2. The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave. For personal absences of thirty (30) working days or less, the employee shall submit the request described herein to his/her Immediate Supervisor who will forward it to ~~the Personnel Services Superintendent~~, not less than five (5) working days prior to the beginning date of the leave. The decision of the ~~Personnel Administrator Superintendent~~ for approval or denial of these requests shall be final. The ~~Personnel Administrator Superintendent~~, in his/her discretion, may grant leave under this section with less than five (5) days notice under emergency circumstances which make it impossible for the employee to give such notice.
3. For personal absence in excess of thirty (30) working days, the employee shall submit the request described herein to ~~the Superintendent Personnel Services~~ for recommendation and presentation to the Board for approval or denial. An employee requesting such an extended personal leave of absence shall submit the request in sufficient time for the Board's approval or denial.
4. The District shall continue to pay the cost of insurance coverage for an approved personal leave of absence without pay, provided that the length of such leave is thirty (30) working days or less. Employees on an approved personal leave of absence in excess of thirty (30) continuous working days shall be permitted to participate in the District insurance program at their own expense, subject to the approval of the insurance carrier.
5. If the personal leave of absence was granted for personal health reasons, the employee may be required to submit, prior to return to active duty, a medical

statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

6. Employees returning from personal leave of absence shall be entitled to all rights and privileges previously acquired. Such leave shall not break the continuity of service, but shall not be credited as time of service, which will impact the employee's seniority date.
 - a. Leaves of absence for reason for employment outside the District will be denied.
 - b. Personal leave of absence may not be granted during any strike or work stoppage action.
7. Leaves under this section shall be granted or denied at the discretion of the District and shall, in any case, not exceed one (1) year in duration.]

(All other language in Article XII will remain status quo)

ARTICLE XV: TRANSFERS & VACANCIES

The following criteria shall be used in consideration of transfers:

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

VOLUNTARY TRANSFERS

1. Any permanent employee covered by this Agreement may request a transfer to any school or location within his/her classification by submitting a request for transfer on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid through June 30th of the fiscal year submitted to Personnel Services.

2. In the event there are requests for transfer on file for a vacancy, the Immediate Supervisor shall be required to interview all employees who have transfer requests on file. **Transfer requests for vacant positions shall be submitted to Personnel Services by the deadline date of the recruitment.**
3. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
4. ~~The appropriate Associate Superintendent~~ **Personnel Administrator** shall give the employee and the Supervisor(s) official notification of the disposition of the voluntary transfer request.
5. Vacancies that occur shall be brought to the attention of employees who have filed a request to transfer. If the District does not hear from the employee within seven (7) days, it will proceed to fill the position. Information regarding vacancies that occur will be made available to interested employees by contacting Personnel Services.

INVOLUNTARY TRANSFERS

1. Involuntary transfers between schools or locations shall not be done for disciplinary purposes. Specific reasons shall be made known **in writing** to the employee. ~~and shall be in writing if requested by the employee.~~
2. The Immediate Supervisor or Administrator may request transfer of employees when they consider it in the best interest of the employee or District. ~~If such request is determined advisable, they~~ **The Immediate Supervisor or Administrator** shall submit a written request to the appropriate **Service Area Lead Assistant Superintendent** listing their reasons; ~~the employee shall receive a copy of this request.~~ If the request is approved, the employee may appeal the decision to the ~~Superintendent~~ **Personnel Administrator within three days of being notified of the transfer.**
3. Employees will receive a minimum of ~~ten~~ **twenty-one (21)** ~~work~~ **calendar** days advance notice prior to the involuntary transfer taking place. **Employees that work directly with students will receive a minimum of seven (7) calendar days advance notice prior to the involuntary transfer.** Employees may waive the advanced notice. A copy of the waiver will be sent to Personnel Services and CSEA Chapter 203.

VACANCIES

1. All job vacancies within the bargaining unit, for which there is no current eligibility list, shall be posted on bulletin boards in appropriate locations at each District job site. If after posting the District is unable to establish a sufficient eligibility list for the class in which the vacancy occurs, certification may be made from a list for another class at the same or a higher level if the duties and qualifications of the class for which the examination was given include substantially all of the duties of the position to be filled, provided that the Board of Education finds that the use of the list is in the best interest of the District and that the necessary skills and knowledge are adequately tested in the examination.
2. Job vacancy notices shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy. Application shall be made following the prescribed procedure.
3. The Personnel Department shall review all requests for transfer that are currently active for the position under consideration.

PROMOTIONS

1. An employee who receives a promotion to a class allocated to a higher salary range shall receive a minimum salary increase of five percent (5%) except that the employee shall be placed on the last step of the new salary range if that is the maximum salary for the classification. Additional advancement will be at one-year intervals thereafter until the maximum is achieved. For the purpose of this rule, appointment of an employee to a class with a salary range equal to or below his/her current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he/she is appointed.

PROMOTIONAL EXAMINATIONS

1. Examinations shall, where practicable, as determined by the Board of Education, be limited to promotional applicants. When no promotional field of competition exists or when there is doubt of its adequacy, the Board may order an open examination or simultaneous open and promotional examinations. All applicants must meet the minimum qualifications of the class.
2. Promotional examinations shall be restricted to permanent employees of the District except the employees in an initial probationary status with the District

shall, solely for the purpose of qualifying for the appropriate eligibility list, be entitled to take a promotional examination.

3. Notwithstanding the provisions of paragraph 2 above, employees in an initial probationary status with the District who take a promotional examination shall not be permitted to assume the promotional vacancy or participate in the final selection interview unless and until the completion of their initial probationary period.
4. Nothing in this Article shall preclude a permanent employee of the District, while in a promotional probationary period, from taking a promotional examination and/or otherwise assuming a promotional vacancy while in a promotional probationary status.
5. Employees who possess permanent status with the District and who assume promotional vacancies pursuant to paragraph 4 above, and who fail during the probationary period shall be returned to the classification in which they last held permanency.

PROBATIONARY PERIOD

1. A new employee appointed from an eligibility list shall serve a probationary period of 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 Article XV will remain status quo)

ARTICLE XVI: RECLASSIFICATION

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

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

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

2. If a unit member believes that his/her position is in need of a review, the appropriate request form shall be completed by the employee and submitted to the employee's Immediate Supervisor for comments from September 1 through October 15. The employee shall also submit a Reclassification Notification form to ~~the Personnel Services Department~~ by October 16. The supervisor shall forward the completed form to the **appropriate Service Area Administrator Department Head** by November 1 for review and comments. The **Service Area Administrator Department Head** shall forward the completed form to the Administrator of Personnel by November 15.
3. Upon receipt of the request by the ~~Administrator of Personnel Services~~ **Administrator Services**, copies of the request(s) shall be forwarded to the Association and a meeting shall be scheduled by January 15. Such meeting shall include the unit member, his/her immediate supervisor, Association representative(s), and the Administrator of Personnel and/or his/her designee.
4. Following the meeting referenced in paragraph three (3) above, the ~~Administrator of Personnel Services~~ **Administrator Services** shall have until February 1 to submit his/her findings. If the employee is not satisfied with the findings of the ~~Administrator of Personnel Services~~ **Administrator Services**, he/she may appeal to the Reclassification Appeal Committee by February 15. The committee shall consist of two (2) members of CSEA, two (2) members of the District, and one member mutually selected by both parties from a mutually agreed upon list, with approval by majority vote. The list will be established by August 1st of each school year. The Committee shall meet once all reclassification appeals have been received. The decision of the Committee shall be final and binding.
 - a. Any employee that files an appeal with the Reclassification Appeal Committee shall receive from the ~~Administrator of Personnel Services~~ **Administrator Services** copies of the completed Reclassification packet 10 days prior to the Reclassification Appeal Meeting.

5. Reclassification of a position shall become effective as of October 16th of the school year the reclassification paperwork is submitted.
6. Incumbents of positions who have been in a class that has been reclassified shall be reclassified with their position.
7. An employee who has requested a reclassification review shall be ineligible for subsequent reclassification with his/her position for a period of at least one (1) year from the initial request. An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification for a period of at least two (2) years from the initial action.
8. An employee who receives a reclassification to a higher classification shall be placed on the same step of the new salary range that the employee was on in the previous classification. Additional advancement will thereafter occur on the employee's anniversary date.
9. Any decisions made pursuant to this article shall not be subject to either the District Policy Procedure or Grievance Procedure of this Agreement.

ARTICLE XVIII: VACATIONS

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

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

2. Permanent twelve (12) month employees are expected to take their vacation during the year earned. For the purpose of planning, twelve month employees

will submit a tentative vacation calendar to their supervisor/administrator for approval by June 1st for the following school year. **If the employee doesn't submit a tentative vacation calendar by June 1st, the supervisor will schedule a meeting with the employee to plan a tentative vacation plan no later than June 30th. The employee will create the tentative vacation calendar at that meeting.** Where an employee is denied vacation, the District shall provide a written reason. If the employee believes the reason is not justifiable, he/she may appeal to the ~~Director of Personnel~~ **Administrator**. If the employee is denied by the ~~Director of Personnel~~ **Administrator** and agreement cannot be reached between the Director and the employee regarding scheduling of vacation during the current school year, the employee may roll the denied vacation time to the following year, subject to paragraph 3.

3. Effective July 1, any vacation in excess of the employee's current year accrual plus the five (5) vacation days allowed to be carried over into the new fiscal year shall be paid out at the employee's regular rate of pay. The vacation payout payment would be processed on the 2nd payroll of August subsequent to the fiscal year end.

With prior written approval from Personnel Services, an employee's excess vacation may exceed five (5) days as listed in Item #3 above. The employee shall submit a mandatory vacation plan prior to June 1st ~~15th~~ that includes the specific date/dates and reason for more than five (5) days to be carried into the next fiscal year. **The employee shall include a copy of their tentative vacation calendar for the next school year when they submit their mandatory vacation plan. The District shall respond in writing by June 15th.**

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

(All other language in Article XVIII will remain status quo)

ARTICLE XIX: HOLIDAYS

1. The District shall provide employees the following paid holidays provided the employee is in paid status during the workday immediately preceding or succeeding the holiday:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. Lincoln's Day
 - d. Washington's Day
 - e. Memorial Day
 - f. **Juneteenth Day**
 - fg. Independence Day
 - gh. Labor Day
 - hi. Admission Day
 - ij. Veteran's Day
 - jk. Thanksgiving Day
 - kl. Day following Thanksgiving Day
 - lm. Christmas Eve Day - or the last working day prior to Christmas holiday
 - mn. Christmas Day
2. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday, not a holiday, shall be deemed to be that holiday.
3. Regular hourly employees will be paid for the number of hours they would normally work on any workday for the above named holidays.

(All other language in Article XIX will remain status quo)

ARTICLE XX: HEALTH & WELFARE BENEFITS

1. The District shall, for the duration of the Agreement, continue to make available and assume the cost of maintaining the current level of group health, dental, vision, and life insurance benefits subject to the following provisions:
 - a. Notwithstanding any other provisions set forth herein, any unit member who has a regular work assignment of four (4) hours or more per day shall be entitled to group health, dental, and vision coverage on a pro rata basis.
 - b. Medical insurance will be provided for unit members, spouses, dependents, and domestic partners. Effective July 1, 2016, the lowest cost medical plan offered by the District shall serve as the soft-cap, and represents the maximum District contribution towards medical plans. The lowest cost health plan shall constitute a ten (10) dollar office visit co-payment, a fifty (50) dollar emergency

room payment, a ten (10) dollar co-payment for generic prescriptions, and a twenty (20) dollar co-payment for brand name prescriptions.

Effective July 1, 2017~~23~~, the lowest cost health plan shall constitute a ~~fifteen-twenty(1520)~~ dollar office visit co-payment, a ~~fifty one hundred (50100)~~ dollar emergency room payment, a ~~fifteen twenty(1520)~~ dollar co-payment for one hundred day supply of generic prescriptions, and a thirty (30) dollar co-payment for one hundred day supply of brand name prescriptions.

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

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

(All other language in Article XX will remain status quo)

ARTICLE XXI: DUTY HOURS

1. The District reserves the right to designate the hours, work week and work year of all employees. Such designation is made at the time of initial employment and upon any change thereafter each employee shall be furnished with a statement including the number of duty hours per day, prescribed work week and the date on which the employee will begin and end the work year. Employees shall be provided with a minimum of a ten (10) work day notice of any changes in hours (daily start/end times, yearly start/end dates), except in extenuating circumstances as determined by the District.
 - a. Transportation Bidding Process - The Transportation Manager will provide/mail to each bus driver a current seniority list and the hourly bus assignments (routes) available for the upcoming school year. This information will be provided no later than one week before the first day of the unit member's work year. Bargaining unit members are expected to come prepared to make their bid selection. Bidding shall occur once per school year on a designated day prior to the beginning of the school year. In the event 3 or more routes increase by 30 minutes or more **within a 30 calendar day window or a vacancy occurs** before ~~October~~ **December 1st** of each year, a second bid will take place **for only those routes.** ~~by October 10th of each year.~~

2. The District reserves the right to designate the hours and workdays of all employees in certain positions as being less than eight (8) hour days. These employees will be paid and receive appropriate benefits on a prorated basis.
3. The normal workweek shall consist of eight (8) hours a day, exclusive of lunch, and forty (40) hours a week consisting of five (5) consecutive days (Monday through Friday) within a seven (7) day period.
4. Overtime shall be defined to include any time required to be worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in any calendar week. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. Overtime shall be compensated at the rate of one and one-half (1 ½) times the rate of pay of the employee designated and authorized to perform the overtime. (Unit members shall not work overtime without prior District authorization.)
5. An employee having an average workday of four (4) hours or more during the normal workweek shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following commencement of the workweek at the rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.
6. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7th) day following commencement of his/her workweek, be compensated at a rate equal to one and one half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.
7. **All hours worked in excess of eight (8) hours on the sixth (6th) or seventh (7th) consecutive day of work shall be compensated at two times the regular rate of pay.**
78. Compensatory time off, with the approval of the Supervisor, may be granted in lieu of cash compensation within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.
89. The District shall offer overtime on an equitable basis among qualified unit members. Where circumstances permit, the District shall give unit members at least twenty-four (24) hours notice when overtime is being assigned. It is the intent of this provision to allow the District to provide services with minimal interruption during certain times but shall not be interpreted in a manner to require unit members to work overtime on a regular or sustained basis.

910. Service rendered shall be structured and directed by the Immediate Supervisor. Service rendered shall be both those tasks specified in the employee's job description in addition to other responsibilities required by their assignment.
1011. Adjustment of Assigned Time: Any employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis for that period of time.
1112. The term "fringe benefits" as set forth in paragraph ten (10) above shall mean retroactive pay for any contractually recognized holiday as well as retroactive accrual for vacation and sick leave. Holiday pay shall be paid at the employee's regular rate of pay. *Note: Employees who become eligible for health and welfare benefits pursuant to the provisions of paragraph 10 above and Article XX of this agreement shall have said benefits properly prorated effective the date of eligibility.*
1213. Regular classified employees who accept assigned hours in their own classification, in addition to their assigned contract hours, shall be compensated for all such additional non-contract hours at their regular rate of pay.
- a. Nutrition Service employees who accept assigned hours in their own classification in addition to their assigned contract hours will continue to receive their regular rate of pay.
 - b. Bus Drivers who historically have received their regular rate of pay when they either assume the additional hours resulting from another Bus Driver being unavailable for his/her assigned run, or in situations wherein ten (10) month Bus Drivers accept assignments during the summer recess period shall continue to receive said regular rate.
 - c. When developing proposed routes the transportation supervisor shall ensure that each bus driver shall be assigned no less than four (4) hours per day throughout their regular assigned work year.
 - d. The District may utilize charter transportation only as follows: (1) the cost is borne by ASB funds, or (2) participation of a team in the CIF championship game, State championship game and/or National championship game, or (3) when the distance is 80 miles or over (one way), and when weather conditions are 100 degrees or over, or (4) contract services wherein District buses and/or drivers are not available. *Note: It is not the intent of the District to expand utilization of contract transportation.*
1314. An employee who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended

or needed on a continuing basis, shall be designated as a "short-term employee" and shall not be employed for any period in excess of six (6) months. If for some reason, the six (6) month period is interrupted, said period shall be extended for the length of time missed. If for some reason the District desires to otherwise extend the six (6) month period, agreement to do so, which shall not be unreasonably withheld, shall be obtained from the Association. If agreement cannot be reached to extend the six (6) month period, the District may unilaterally extend the period; however, the provisions of Education Code 45103, 45136, and 45137 shall be applicable.

1415. Except as otherwise specifically stated herein, nothing in this Agreement shall affect the right of management to employ, assign, and/or compensate personnel in accordance with operational needs including the sole right to determine whether to utilize substitutes or regular employees to fill any vacancies.
1516. An employee temporarily assigned to a higher classification, who assumes all or most of the duties and responsibilities for a period of time exceeding five (5) working days within a fifteen (15) calendar day period, shall when approved by the ~~Personnel Administrator Assistant Superintendent, Personnel Services~~, be paid at the ~~next higher dollar step~~ **they are currently on and the range to which he/she is temporarily assigned retro to the first day the employee is assigned to a higher classification.** ~~If an employee is temporarily assigned to a higher classification assuming all or most of the duties and responsibilities for a period of twenty one (21) consecutive days, they shall be paid at the step they are currently on and the range to which he/she is temporarily assigned retro to the first day of the twenty one (21) consecutive days.~~ This shall not normally apply to the miscellaneous work that employees may be assigned to do during the school vacation periods.
1617. Lunch Periods: Any employee who has a work assignment of **more than five (5)** ~~four (4) hours or more~~ per day shall be **assigned entitled to** a non-paid lunch period of not less than thirty (30) minutes. Lunch periods shall be taken at the time specified by the Immediate Supervisor.
1718. Shift Differential: Any employee whose regular assigned eight (8) hour work shift falls between the hours of 1:00 PM and 11:30 PM shall be paid a shift differential of one (1) range higher than the regular day range for the same classification.
1819. Shift differential shall not be paid under the following circumstances:
- a. When the regular assigned work shift reverts to the day shift for a period of more than twenty (20) working days.
 - b. Special work assignments as determined by the District.
 - c. Regular work day overlap.
 - d. Regular day overtime.
 - e. Minimum call-in time.

- f. Split Shift.

(All other language in Article XXI will remain status quo)

ARTICLE XXII: PAY AND ALLOWANCES

1. Effective July 1, ~~2021–2022~~, the existing ~~2020/2021–2021/2022~~ classified salary schedule shall be adjusted upward to reflect a ~~5%~~ **6.56%** increase and a one-time ~~salary increase bonus of 1.5%~~ **2%** off the salary schedule. The ~~1.5%~~ **2%** ~~bonus~~ will be on the base salary **as of September 1, 2022, no adjustments will be made to the one-time bonus for increases or docks after that date.** Effective July 1, 2017, the salary schedule will be leveled to reflect a 5% increase between steps and 2.5% between ranges.

Effective July 1, 2022, Step 6 will be added to the Classified Services Salary Schedule.

2. If a greater salary increase or other compensation is granted to management, supervisory or confidential personnel, or any other employee representative organization, excluding certificated substitute employees, the District shall grant the same increase to CSEA, retroactive as appropriate. A salary increase granted to CSEA pursuant to this paragraph shall not be implemented until salary negotiations are finally settled with CSEA for the school year(s) at issue.
3. The anniversary date for all personnel employed after July 1, 1967, shall coincide with the original date of employment. However, all unpaid leaves of absence, other than sick leave, shall not count towards step advancement on the salary schedule. When such leaves are taken, the Personnel Services Administrator, shall adjust the employee's anniversary date to reflect the period of absence.
4. An appointment made between the first and fifteenth day of the month shall be considered as effective on the first day of that month. Later appointments shall be considered effective at the beginning of the next month.
5. Employees will receive additional longevity pay on the basis of years of service in the following manner:
 - a. After completion of the 10th year of service - ~~\$72.00~~ **\$77.00** per month.
 - b. After completion of the 15th year of service - ~~\$97.00~~ **\$103.00** per month.
 - c. After completion of the 20th year of service - ~~\$121.00~~ **\$129.00** per month.

- d. After completion of the 25th year of service - ~~\$145.00~~ **\$155.00** per month.
 - e. After completion of the 30th year of service - ~~\$169.00~~ **\$180.00** per month.
 - f. After completion of the 35th year of service - ~~\$193.00~~ **\$206.00** per month.
 - g. The longevity increments shall be a flat dollar amount added to the employee's regular monthly salary.
 - h. Starting with the 2020/2021 school year, longevity increments will be increased by the same amount applied to the classified salary schedule. These increases will be effective the same date the salary increase is effective.
6. Employees authorized by the District to use their personal automobiles in the performance of their duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. A change in rate shall be effective the first day of the month following notice received from the Internal Revenue Service.
 7. The following employees shall be required to wear uniforms and/or footwear during the performance of their duties and shall therefore be entitled to the indicated cleaning and/or maintenance allowance except in cases wherein the District provides said cleaning and maintenance services:
 - a. Bus drivers, Mechanics, Grounds, Maintenance, Warehouse, Mail Room, Print Shop, Custodians, Information Technology and Nutrition Services personnel excluding clerical unit members - twenty dollars (\$20.00) per month uniform allowance.
 - b. **Mail Room, Print Shop, Nutrition Services personnel excluding clerical unit members**, Mechanics, Maintenance, Warehouse, Nutrition Warehouse Delivery Workers, District Security Officers, and Grounds personnel excluding clerical unit members - fifteen dollars (\$15.00) per month shoe allowance. Wearing of the designated safety shoe shall be mandatory.
 - c. District Security Officers - fifty dollars (\$50.00) uniform allowance per qualifying month of service not to exceed \$600.00 annually.
 8. Staff receiving a Bilingual stipend shall be paid a monthly stipend at the rate of 2.75% of the unit member's base salary.
 9. Staff receiving a Special Needs stipend (toileting and diapering if not in their job description) shall be paid a monthly stipend at the rate of 3% of the unit member's base salary.

ARTICLE XXIII: PROFESSIONAL GROWTH INCREMENT

1. Employees shall be eligible to apply for professional growth increments upon successful completion of twelve (12) semester units (a minimum of 288 class hours) of course work. An employee applying for a professional growth increment shall submit transcripts or other proof of course work acceptable to the District, as part of the application for the increment.
2. In order to be eligible for increment credit, courses must be on the approved list in Appendix D during time of employment with the District. Such courses shall be taken during non-duty hours and at the employee's expense.
3. The District, in its sole discretion, may approve courses unrelated to the employee's present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the employee's assignment.
4. In the event approval of a particular course is denied, the employee shall have the right to appeal to the Professional Growth Committee, which shall consist of five (5) District employees, three (3) selected by the Association and two (2) by the District, and the ~~Assistant Superintendent~~, Personnel Services **Administrator**, serving in an advisory capacity. The appeal must be filed with ~~the Assistant Superintendent~~, Personnel Services, within ten (10) calendar days after the employee receives notice of the denial. The Committee shall evaluate the proposed course and make a recommendation to the ~~Assistant Superintendent~~, Personnel Services **Administrator**, who shall make a final decision and notify the employee within ten (10) calendar days after receiving the Committee's recommendation.
5. Units must be earned at accredited colleges, universities, trade schools or a District-approved adult education program.
6. In order to receive increment credit, the employee must complete the course with a grade of "C" or better, or a "pass" grade.
7. A total of four (4) professional growth increments of \$350.00 annually (maximum of \$1,400.00) may be achieved through voluntary participation in the professional growth program.
8. Professional growth increments may not be awarded more frequently than once per year to any individual employee.
9. The professional growth increment shall be implemented on the first day of the month following approval of the employee's application, payable, in equal

installments over a period of one (1) year. For example, a ten-month employee shall be paid at the rate of \$35.00 per work month for each increment.

10. **Employees completing a Master's Degree from an accredited college/university that is recognized by the Accredited Institutions of Postsecondary Education shall receive an additional 5% of the employee's base salary. Said stipend shall be effective July 1, 2022, and shall be paid on a current (as opposed to retroactive) basis.**

NUTRITION SERVICE WORKER CERTIFICATION

1. The requirement to obtain an approved food safety certificate (SERV/SAFE) pursuant to the applicable provisions of AB1978 shall apply to all Nutrition Service Worker III's, and Lead Nutrition Service Workers.
2. The requirement shall not apply to Nutrition Service Worker II's and/or the Nutrition Services Production Expeditor. However, any employee applying for a promotion or requesting a temporary assignment to a vacant position requiring the certificate must meet the minimum qualification of possessing the certificate prior to being promoted or reassigned.
3. All employees shall be responsible for any initial cost in obtaining the initial SERV/SAFE certification.
4. Certification classes will be held annually by the District with a minimum enrollment of ten (10) students. Except as provided in paragraph three (3) the District shall be responsible for the cost of certification.
5. Employees may seek training from any State approved provider.
6. Employees are responsible for the cost of out of District training, testing, and certification.
7. Employees will be required to be re-certified when their SERV/SAFE certification expires.
8. Food Safety (SERV/SAFE) re-certification refresher training will be offered by the District. The certification cost will be paid by the District. Classes held for certification and re-certification will be held on the employees own time.
9. Three units of professional development credit will be given to Nutrition Service Workers upon verification of certification if properly requested in advance.

DISTRICT REQUIRED CERTIFICATIONS

Any District required training for first aid/CPR shall be provided by the District. The District shall reimburse the employee for the cost of the certificate up to \$2975, except where the employee schedules, and then fails to attend a District training.

ARTICLE XXIV: LAYOFF PROVISIONS

PREFERENTIAL RE-EMPLOYMENT PROCEDURES

1. Any regular employee who must be laid off after exercising all rights guaranteed under this Article shall have their names placed on a preferential re-employment list by class and in order of seniority. Such employees shall be re-employed in preference to new applicants for a period of thirty-nine (39) months from their layoff date. As vacancies occur, re-employment shall be offered to the employee with the greatest seniority,
2. The following rules shall apply to all employees whose names have been placed on a preferential re-employment list:
 - a. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted rights as persons laid off and retain eligibility for re-employment for an additional period of twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.
 - b. After being placed on a re-employment list, an employee's service in a position which involves a voluntary demotion or reduction of assigned time shall not affect his order of seniority on that list.
 - c. Permanent employees shall receive preferential employment over outside applicants in promotional opportunities for which they qualify.
 - d. A laid off employee who held permanency at the time of layoff shall be re-employed with all rights and benefits accorded to him/her at the time of layoff. A laid off employee who is probationary at the time of layoff shall be re-employed as a probationary employee and the time served toward completion of the required probationary period shall be counted. Such an employee shall also be re-employed with all rights and benefits accorded to him/her at the time of layoff.
 - e. When a vacancy occurs in a class for which a preferential re-employment list has been established, the senior employee shall be notified by certified mail of the vacancy. An attempt shall be made prior to sending out said notice to contact the affected employee by telephone. An employee on the preferential re-employment

list shall have ~~five (5)~~ **seven (7)** calendar days following receipt of the certified Notice of re-employment to either accept or reject the offer **in writing**. If the employee rejects the offer, said employee shall remain on the list and thereby be entitled to subsequent offers of re-employment. If the employee accepts the offer, the employee must report to work within five (5) calendar days of acceptance. If the employee fails to comply with these provisions within the prescribed time limits, said failure shall constitute a rejection of the offer.

- f. Short-term or substitute employees may be laid off at the completion of their assignment without regard to the procedure set forth in this Article.
- g. Laid off employees, when re-employed, shall maintain their original anniversary date for all purposes except salary-step advancement. An adjusted anniversary date shall be established for salary-step advancement, longevity increments and other benefits based upon length of service, so as to reflect their actual amount of time served in the District.

NOTIFICATION OF LAYOFF

1. **Notice to Employees:** Affected classified employees shall receive notice of layoff no later than March 15 that the employee's services will not be required for the ensuing year due to lack of work or lack of funds. The employee shall be given written notice by the superintendent/designee, stating the reasons that the employee that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.
2. When classified positions must be eliminated as a result of the expiration of a specially funded program, the classified employee to be laid off shall be given written notice not less than 60 calendar days prior to the effective date of the layoff.

~~The following rules shall apply to notification of layoff:~~

- ~~a. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year and classified employees will be subject to layoff for a lack of funds, the employees to be laid off at the end of such school year shall be given written notice via certified mail on or before April 29, informing them of their layoff, effective at the end of such school year. If the termination date of any specially funded program is other than June 30, such notice shall be given not less sixty (60) days prior to the effective date of their layoff.~~
- ~~b. When, as a result of a bonafide reduction or elimination of service being performed by any department, classified employees who shall be subject to~~

layoff for lack of work shall be given written notice of layoff not less than sixty (60) days prior to the effective date of their layoff.——

- e.—— Nothing in Rules No. a and b of this section shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees or for layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Education without the notice required therein.——
- ad. Any employee laid off shall be informed of his/her bumping rights and re-employment rights under this Article.
- be. Employees who have bumping rights must provide written notification of their intention to exercise their rights to the District within five (5) working days after notification. Otherwise, they will forfeit their bumping rights and be placed on the preferential re-employment list.
- cf. Short-term or substitute employees may be laid off at the completion of their assignment without regard to the procedure set forth in this Article.
- dg. Notification of layoff shall be forwarded to the Association when notifying any unit member of layoff.

(All other language in Article XXIV will remain status quo)


ARTICLE XXV: TERM OF AGREEMENT

1. This Agreement shall remain in full force and effect up to and including June 30, 202225, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 15, 202225, of its request to modify, amend, or terminate the Agreement.
2. Notwithstanding the provisions of paragraph 1 above, the District and/or the Association may re-open negotiations for the 2020/2021 2023/2024 and 2021/2022 2024/2025 school years for purposes of salary, health and welfare benefits and two (2) Articles, per party, of this Agreement unless mutual agreement as to additional Articles is reached.


EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 15th day of November, 2022, which shall commence July 1, 2022 and continue through June 30, 2025.


FOR THE ASSOCIATION:



Ana Aguayo,
Secretary III




Myesha Kennedy,
CSEA Labor Relations Representative



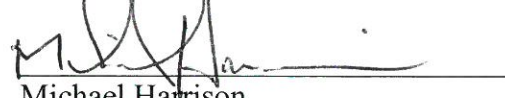
Diana Silva,
Technology Support Technician III



Michael Connelly,
Warehouse/Support Services Worker



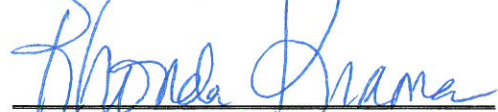
Stacy Magana,
Bus Driver




Michael Harrison
Safety Intervention Officer II/
District Patrol

Evelina Beltran-Quiroz
Interpreter/Translator


FOR THE DISTRICT:




Rhonda Kramer
Lead Personnel Agent




Diane Romo,
Lead Business Services Agent



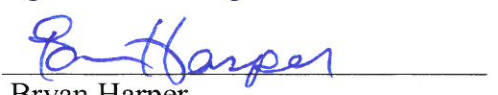
Nicole Albiso,
Lead Fiscal Services Agent



Derek Harris
Lead Risk Management &
Transportation Agent




Ricardo Salazar
Agent: Purchasing Services



Bryan Harper
Safety Operations Supervisor



Raul Maciel
Network Services Manager



Kristina Kraushaar
Child Nutrition Program Innovator



Rialto Unified School District

Board Date: December 14, 2022

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **LIABILITY CLAIM NO. 22-23-03 REJECTION**

Background: The District is in receipt of Claim No. 22-23-03

Reasoning: Government Code, Section 900

Recommendation: Deny Liability Claim No. 22-23-03

Fiscal Impact: Unknown

Submitted by: Derek K. Harris
Reviewed by: Diane Romo



Rialto Unified School District

Board Date: December 14, 2022

TO: Board of Education
FROM: Cuauhtémoc Avila, Ed.D., Superintendent
ITEM: **LIABILITY CLAIM NO. 22-23-04 REJECTION**

Background: The District is in receipt of Claim No. 22-23-04

Reasoning: Government Code, Section 900

Recommendation: Deny Liability Claim No. 22-23-04

Fiscal Impact: Unknown

Submitted by: Derek K. Harris
Reviewed by: Diane Romo



Beliefs

We believe that...

- Everyone has unique talent
- There is unlimited power in all of us
- All people have equal inherent worth
- Diversity is strength
- Each person deserves to be treated with respect
- High expectations lead to high achievement
- Risk is essential for success
- Common goals take priority over individual interest
- Integrity is critical to trust
- Honest conversation leads to understanding
- Music is the universal language
- A strong community serves all of its members
- Everyone has the ability to 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: Let it snow in Lion Cub Country! Preschool, transitional kindergarten, and kindergarten students got to meet Santa and enjoy free books and snow “Gift a Kid a Book” event in partnership with First 5 San Bernardino on November 30, 2022. After Santa read a book to the students, they were able to play in a patch of snow. **Elijah Estrada** (pictured in the green sweatshirt) and **Angelo Castro** (brown and blue jacket to the right) were among the student who enjoyed some time in the snow during the event!

Bottom: Werner Elementary School students **Penelope Maldonado**, **Oyemaechi Ayika**, and **Natalie Galvan** each excitedly try on a pair of glasses at the “Vision to Learn” event at the school on November 18, 2022. The Stars’ students were the first in San Bernardino County to be provided free vision services by Vision To Learn, a nonprofit organization with a mission to help kids get the glasses they need to see clearly at school. More than 400 free glasses were distributed at the event.

