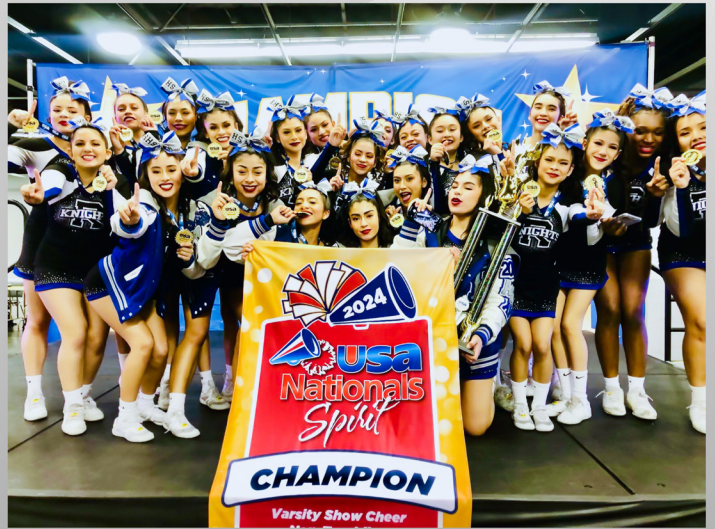


STUDENT
EXCELLENCE
AT
RIALTO
HIGH SCHOOL



Board of Education Agenda

Wednesday, March 6, 2024



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. Joseph W. Martinez, President

Mr. Edgar Montes, Vice President

Mrs. Evelyn P. Dominguez, Clerk

Mrs. Stephanie E. Lewis, Member

Mrs. Nancy G. O'Kelley, Member

Keiyne Galazo, Student Member

RUSD Superintendent

Dr. Cuauhtémoc Avila

Front Cover Picture:

Celebrating a tremendous double achievement at Rialto High School! The Knights have achieved major success both in the classroom and on the mat. Go Knights!

The Rialto High School Academic Decathlon team clinched third place in the county, marking the best showing in school history! This monumental achievement showcases the brilliance and dedication of our students and their coach, **Mr. Julien Ansermet**.

Additionally, the Rialto High School cheerleading squad brought home a National Championship from the 2024 USA Spirit Nationals in Anaheim on February 17, 2024! This victory adds to their previous national title that came in 2019. Congratulations to the Knight's talented squad and their coaches, Irene and Liliana Armenta, for their hard work and dedication!



IMPORTANT PUBLIC NOTICE

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**

March 6, 2024

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

Board Members:

**Joseph W. Martinez, President
Edgar Montes, Vice President
Evelyn P. Dominguez, Clerk
Stephanie E. Lewis, Member
Nancy G. O'Kelley, Member
Keiyne Galazo, 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 OPEN SESSION

A.3 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:

- **PUBLIC EMPLOYEE
EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE/ REASSIGNMENT OF EMPLOYEES
(GOVERNMENT CODE SECTION 54957)**
- **STUDENT
EXPULSIONS/REINSTATEMENTS/EXPULSION
ENROLLMENTS**
- **CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent; Lead Personnel Agents: Rhonda Kramer, Roxanne Dominguez, and Armando Urteaga, Personnel Services.

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

- **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

- **CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION(Paragraph (1) of
subdivision (d) of Section 54956.9)Case No.
5:20-cv-1739-JGB-SHK v. Rialto Unified School
District**

- **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**(Paragraph (1) of subdivision (d) of Section 54956.9) **Office of Administrative Hearing (OAH) Case No. 203080937**
- **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**(Paragraph (1) of subdivision (d) of Section 54956.9) **Office of Administrative Hearing (OAH) Case No. 2023110834**

COMMENTS ON CLOSED SESSION AGENDA ITEMS

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

Vote by Board Members to move into Closed Session:

- _____ Nancy G. O'Kelley, Member
- _____ Stephanie E. Lewis, Member
- _____ Evelyn P. Dominguez, Clerk
- _____ Edgar Montes, Vice President
- _____ Joseph W. Martinez, President

Time: _____

A.4 ADJOURNMENT OF CLOSED SESSION

Moved _____

Seconded _____

Vote by Board Members to adjourn Closed Session:

- _____ Nancy G. O'Kelley, Member
- _____ Stephanie E. Lewis, Member
- _____ Evelyn P. Dominguez, Clerk
- _____ Edgar Montes, Vice President
- _____ Joseph W. Martinez, President

Time: _____

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

- A.6 PLEDGE OF ALLEGIANCE
- A.7 PRESENTATION BY CARTER HIGH SCHOOL
- A.8 REPORT OUT OF CLOSED SESSION
- A.9 ADOPTION OF AGENDA

Moved _____

Seconded _____

Vote by Board Members to adopt the agenda:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

B. PRESENTATIONS

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

B.2 RECOGNITION OF RIALTO HIGH SCHOOL ACADEMIC DECATHLON WINNERS

B.3 RECOGNITION OF RIALTO HIGH SCHOOL CHEER SQUAD EARNING NATIONAL CHAMPIONSHIP

B.4 ARTIFICIAL INTELLIGENCE (AI)

Presentation by Ricardo Carlos, Multi-Media Marketing Innovator, Communication Media Services; Paulina Villalobos, Agent: Academic Technology; and Gil Lopez, Agent: Information Systems.

B.5 ALTERNATIVE PATHWAY TO DIPLOMA

Presentation by Dr. Sonya Scott, Acting Lead Special Services Agent.

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 ASSOCIATION EXECUTIVE BOARD MEMBERS

- Rialto Education Association (REA)
- California School Employees Association (CSEA)
- Communications Workers of America (CWA)
- Rialto School Managers Association (RSMA)

C.4 COMMENTS FROM STUDENT BOARD MEMBER

C.5 COMMENTS FROM THE SUPERINTENDENT

C.6 COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION

D. PUBLIC HEARING

25

D.1 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:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

Time: _____

D.1.1 COMMUNICATIONS WORKERS OF AMERICA (CWA) 2024-2025 PROPOSAL

26

Pursuant to the requirements of Government Code and Board Policy, the initial 2024-2025 proposal submitted by the Communications Workers of America (CWA), for an agreement between the Communication Workers of America (CWA) and the Rialto Unified School District Board of Education, is hereby posted in compliance with the legislative requirements for public notice.

D.2 CLOSE PUBLIC HEARING

Moved _____

Seconded _____

Vote by Board Members to close Public Hearing:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

Time: _____

D.3 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:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

Time: _____

D.3.1 2024-2025 PROPOSAL TO RIALTO EDUCATION ASSOCIATION (REA)

Pursuant to the requirements of Government Code and Board Policy, the attached initial contract proposal for the 2024-2025 school year submitted by the Rialto Unified School District for an agreement between Rialto Education Association (REA) and Rialto Unified School District Board of Education, is hereby posted in compliance with legislative requirement for public notice.

D.4 CLOSE PUBLIC HEARING

Moved _____

Seconded _____

Vote by Board Members to close Public Hearing:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

Time: _____

E. CONSENT CALENDAR ITEMS

46

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, Keyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

E.1 GENERAL FUNCTIONS CONSENT ITEMS

E.1.1	APPROVE THE SECOND READING OF REVISED BOARD POLICY 4140; BARGAINING UNITS	47
E.1.2	APPROVE THE SECOND READING OF REVISED BOARD POLICY 4240; BARGAINING UNITS	58
E.1.3	APPROVE THE SECOND READING OF REVISED BOARD POLICY 4340; BARGAINING UNITS	70

E.2 INSTRUCTION CONSENT ITEMS

E.2.1 APPROVE UNIQUE LEARNING SYSTEMS & NEW COURSES OF STUDY FOR THE CALIFORNIA ALTERNATIVE PATHWAY DIPLOMA 82

Approve the Unique Learning Systems curriculum and courses which meet the requirements of C.F.R 51225.35 for the California Alternative Pathway Diploma. The Unique Learning Curriculum was approved by the District Curriculum Council on December 5, 2023, and all listed courses were approved by their respective committees and by the District Curriculum Council at the March 4, 2024 meeting for the 2023-2024 school year.

E.2.2 APPROVE AN OVERNIGHT TRIP TO THE UNIVERSITY OF CALIFORNIA AND CALIFORNIA STATE UNIVERSITY CAMPUS TOURS - RIALTO HIGH SCHOOL 90

Approve twenty-eight (28) students (2 male and 26 female students) and three (3) chaperones (1 male and 2 female) from Rialto High School to participate in the university campus tours, effective March 20, 2024 through March 23, 2024, at a cost not-to-exceed \$35,000.00, and to be paid from the General Fund (Title I).

E.2.3 APPROVE AN OVERNIGHT TRIP TO CALIFORNIA ASSOCIATION OF DIRECTORS OF ACTIVITIES 2024 SUMMER LEADERSHIP CAMP - RIALTO HIGH SCHOOL 91

Approve the California Association of Directors of Activities (CADA) Summer Leadership Camp in Santa Barbara, California to provide 4 days of leadership skills to twenty (20) students (16 female and 4 male) of our Associated Student Body leaders and three (3) advisors (2 female and 1 male), effective July 12, 2024 through July 15, 2024, at a cost not-to-exceed \$18,150.00, and to be paid from the General Fund (Title I).

E.3 BUSINESS AND FINANCIAL CONSENT ITEMS

E.3.1 APPROVE THE WARRANT LISTING AND PURCHASE ORDER LISTING

All funds from January 31, 2024 through February 12, 2024, (Sent under separate cover to Board Members). A copy for public review will be available on the District's website.

E.3.2 DONATIONS 92

Accept the listed donations from The Blackbaud Giving Fund; Amazon; Shiman Kumar and Vishwa Gosai; and Elizabeth DuVall, and that a letter of appreciation be sent to the donor.

E.3.3 SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS 93

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 AUTHORIZATION FOR THE PURCHASE WARRANTY, PLANNING, DESIGN, DEMOLITION, REMOVAL, SITE PREPARATION, INSTALLATION, MAINTENANCE AND REPAIR OF PLAYGROUND EQUIPMENT AND OUTDOOR FITNESS EQUIPMENT FROM MIRACLE RECREATION EQUIPMENT COMPANY 94

Authorize the use of California Multiple Award Schedule (CMAS) 4-22-06-1021 from Miracle Recreation Equipment Company to purchase various goods and services at a price to be determined at the time of purchase using various funds.

- E.3.5 APPROVE A RENEWAL AGREEMENT WITH 365 EVENTS** 95
- Provide an event space for the CTE Gala 2024, effective April 1, 2024, through June 30, 2024, at a cost not-to-exceed \$16,000.00, and to be paid from the General Fund (Career Technical Education Incentive Grant).
- E.3.6 SIGNATURE AUTHORIZATION FOR STATE/COUNTY DOCUMENTS** 96
- Approve the signature authorization of Janet Lozano., Acting Agent: Purchasing Services, to sign Purchase Orders and Contracts with a monetary limitation of \$14,999.00, effective March 7, 2024, until revoked.
- E.3.7 APPROVE AN AGREEMENT WITH AIRX UTILITY SURVEYORS INC.** 97
- Provide underground utilities locating and mapping services for the Kitchen Modernization Projects at Boyd, Henry, Morgan, and Preston Elementary Schools, effective March 7, 2024, through December 31, 2024, at a cost not-to-exceed \$37,156.00, and to be paid from Fund 40 - Special Reserve for Capital Outlay.
- E.3.8 APPROVE AN AGREEMENT WITH NORTH AMERICAN TECHNICAL SERVICES (NATS) FOR IN-PLANT INSPECTION SERVICES FOR THE INTERNATIONAL HEALING GARDEN MODULAR CLASSROOM BUILDINGS** 98
- Approve an agreement with North American Technical Services (NATS) for In-Plant Inspection services for the International Healing Garden Modular Classroom Buildings, effective March 7, 2024, through June 30, 2024, at a cost not-to-exceed \$9,200.00, and to be paid from Fund 40 - Special Reserve for Capital Outlay.

E.3.9	APPROVE AN AGREEMENT WITH PF VISION INC., TO PROVIDE DIVISION OF STATE ARCHITECT (DSA) INSPECTION SERVICES FOR THE PLAYGROUND EQUIPMENT AND ARTIFICIAL TURF INSTALLATION PROJECT PHASE I	99
	Provide Division of State Architect (DSA) inspection services for the Playground Equipment and Artificial Turf Installation Project Phase I, effective March 7, 2024, through December 31, 2024, at a cost not-to-exceed \$30,000.00 and to be paid from the General Fund.	
E.3.10	APPROVE AN AGREEMENT WITH PF VISION INC., TO PROVIDE DIVISION OF STATE ARCHITECT (DSA) INSPECTION SERVICES FOR THE ZUPANIC VIRTUAL ACADEMY PROJECT	100
	This item is effective March 7, 2024, through December 31, 2024, at a cost not-to-exceed \$40,000.00 and to be paid from Fund 25 – Capital Facilities Fund.	
E.4	FACILITIES PLANNING CONSENT ITEMS - NONE	
E.5	PERSONNEL SERVICES CONSENT ITEMS	
E.5.1	APPROVE PERSONNEL REPORT NO. 1314 FOR CLASSIFIED AND CERTIFICATED EMPLOYEES	101
E.5.2	ADOPT RESOLUTION NO. 23-24-48 - PROVISIONAL INTERNSHIP PERMIT	107
	Authorize the Lead Personnel Agent, Personnel Services, to assign various teachers who are enrolled in a credential program, but have not yet completed the requirements to enter an internship program.	

E.6 MINUTES 108

E.6.1 APPROVE THE MINUTES OF THE REGULAR BOARD OF EDUCATION MEETING HELD FEBRUARY 21, 2024 109

F. DISCUSSION/ACTION ITEMS 130

F.1 AWARD BID NO. 23-24-014 ZUPANIC VIRTUAL ACADEMY SITE CONSTRUCTION TO FAR ELECTRIC INC DBA FAR BUILDERS 131

Moved _____

Seconded _____

Award Bid No. 23-24-014 to FAR Electric Inc. dba FAR Builders at a cost of \$2,492,292.00 which includes a \$200,000.00 allowance, and to be paid from the Fund 25 - Capital Facilities Fund.

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

**F.2 APPROVE THE 2024-2025 STUDENT
TRANSPORTATION PLAN**

133

Moved _____

Seconded _____

Updated Student Transportation Plan, presented to the Board of Education under separate cover, in accordance to Education Code section 39800.1, which specifies the District must have a transportation plan updated and approved by April 1 of each year.

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

Moved _____

Seconded _____

Approve to amend the registration fee from \$450.00 per participant to \$950.00 per participant, therefore, increasing the amount of the Family Literacy Program from \$81,000.00 to a not-to-exceed amount of \$130,150.00, to be paid from the General Fund (Title I).

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.4 APPROVE AN AGREEMENT WITH PF VISION INC., TO PROVIDE DIVISION OF STATE ARCHITECT (DSA) INSPECTION SERVICES FOR THE INTERNATIONAL HEALING GARDEN PROJECT

135

Moved _____

Seconded _____

This item is effective effective March 7, 2024, through December 31, 2025, at a cost not-to-exceed \$100,000.00 and to be paid from Fund 40 – Special Reserve for Capital Outlay.

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.5 APPROVE AN AGREEMENT WITH HMC ARCHITECTS TO PROVIDE ARCHITECTURAL AND DESIGN SERVICES FOR FOUR (4) NEW KINDERGARTEN CLASSROOMS AT TRAPP ELEMENTARY SCHOOL

Moved _____

Seconded _____

Provide architectural services for the four (4) new kindergarten classrooms at Trapp Elementary School, effective March 7, 2024, through June 30, 2027, at a cost not-to-exceed \$571,963.00, including \$1,000.00 for reimbursables and to be paid from Fund 21 - General Obligation Bond (Measure A).

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.6 APPROVE THE BOARD OF EDUCATION MEETING SCHEDULE FOR THE 2024-2025 SCHOOL YEAR

137

Moved _____

Seconded _____

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.7 ADOPT RESOLUTION NO. 23-24-45 FOR PROCUREMENT PROFESSIONALS' DAY

138

Moved _____

Seconded _____

Proclaim March 13, 2024, as Procurement Professionals' Day and urge all members of the Rialto Unified School District to join in recognizing the role of the procurement professionals within business, industry, and government.

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.8 ADOPT RESOLUTION NO. 23-24-46; REMUNERATION

140

Moved _____

Seconded _____

Excuse the absence of Board Member, Nancy G. O'Kelley, from the Wednesday, February 21, 2024, regular meeting of the Board of Education.

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

**F.9 ADOPT RESOLUTION NO. 23-24-47 FOR
AUTHORIZATION OF BUDGET REDUCTIONS FOR
FISCAL YEAR 2024-2025 AND ONGOING**

141

Moved _____

Seconded _____

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.10 APPROVE THE SECOND INTERIM FINANCIAL REPORT FOR FISCAL YEAR 2023-2024

143

Moved _____

Seconded _____

Approve the report with a positive certification, as the District will meet its obligations in the current and subsequent two fiscal years.

DISCUSSION

Vote by Board Members:

_____ Preferential vote by Student Board Member,
Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.11 2024 BALLOT FOR CSBA DELEGATE ASSEMBLY

Moved _____

Seconded _____

The Rialto Unified School District Board of Education votes for the following Delegate(s) to the California School Boards Association Delegate Assembly:

Note: (Vote for no more than six candidates) *denotes incumbent

_____ Heather Allgood (Helendale SD)*

_____ Amanda Buchanan (Apple Valley USD)

_____ Tom Courtney (Lucerne Valley USD)*

_____ Barbara Dew (Victor Valley Union HSD)*

_____ Cindy Gardner (Rim of the World USD)*

_____ Clayton Moore (Victor ESD)

_____ Scott Wyatt (San Bernardino City USD)

DISCUSSION

Vote by Board Members:

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.12 ADMINISTRATIVE HEARING

Moved _____

Seconded _____

Case Numbers:

23-24-46

Vote by Board Members:

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

F.13 STIPULATED EXPULSIONS

Moved _____

Seconded _____

Case Numbers:

23-24-48

23-24-47

Vote by Board Members:

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

G. ADJOURNMENT

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on April 10, 2024, 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, Keiyne Galazo

_____ Nancy G. O'Kelley, Member

_____ Stephanie E. Lewis, Member

_____ Evelyn P. Dominguez, Clerk

_____ Edgar Montes, Vice President

_____ Joseph W. Martinez, President

Time: _____

PLEASE POST

PLEASE POST

PUBLIC NOTICE

PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE AND BOARD POLICY, THE ATTACHED INITIAL CONTRACT PROPOSAL FOR THE 2024-2025 SCHOOL YEAR SUBMITTED BY COMMUNICATION WORKERS OF AMERICA (CWA), FOR AN AGREEMENT BETWEEN THE COMMUNICATION WORKERS OF AMERICA (CWA) AND THE RIALTO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION, IS HEREBY POSTED IN COMPLIANCE WITH THE LEGISLATIVE REQUIREMENTS FOR PUBLIC NOTICE.



Rhonda Kramer,
Lead Personnel Agent
Personnel Services

February 28, 2024



Communication Workers of America Local • 9588

AFL-CIO

190 WEST "G" STREET • COLTON, CALIFORNIA 92324 • (909) 422-8960 • FAX (909) 824-2391

February 22, 2024

Ms. Rhonda Kramer
Ms. Roxanne Dominguez
Mr. Armando Urteaga
Lead Personnel Agent
Rialto Unified School District
182 E. Walnut Avenue
Rialto, CA 92376

Re: Contract bargaining of full Collective Bargaining Agreement.

Dear Ms. Rhonda Kramer, Ms. Roxanne Dominguez, and Mr. Armando Urteaga,

Notice is hereby given pursuant to Section 8(d) of the Labor Management Relations Act of 1947, amended, that the Communication Workers of America request a meeting for the purpose of negotiating the full Collective Bargaining Agreement.

The Communication Workers of America desires improvement in wages, and other sections of the current contract which will be presented and explained by its bargaining committee in conference with representatives of the school district.

The Union hereby offers to have its Bargaining Committee meet and confer with the representatives of the School District at such a time and place as is determined to be mutually agreeable between the two parties. In this connection, contact should be made by appropriate representatives of the School District to:

Jimi Brubaker, President
CWA Local 9588
190 W. "G" Street
Colton, CA. 92324
(909) 422-8960
(951) 663-9719

ARTICLE I - RECOGNITION

Section 1 - Union's Representation Unit

The Rialto Unified School District hereby acknowledges the Communications Workers of America, Local 9588, hereby after referred to as Union, as the exclusive bargaining representative for all **substitute guest** teachers who are not represented by the Rialto Education Association.

Section 2 - Exclusions

All other employees employed by the district including management, supervisory and confidential employees.

ARTICLE II - DISTRICT RIGHTS

Section 1 - District Powers, Rights, and Authority

It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, and take any action on any matter in the event of an emergency. **Any change in working conditions affecting Guest Teachers shall be discussed with the Union prior to implementation.** In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. This recital in no way limits other District powers as granted by law.

Section 2 - Limitation

Substitute Guest teachers shall not be required to cross another Union's picket line.

ARTICLE III - UNION RIGHTS

Section 1 - Facilities

The Union shall have the right to use District facilities at reasonable times, providing that requests for the use of facilities shall be submitted on regular District forms provided for such use and subject to provisions of the Civic Center Act.

Section 2 - Reasonable Time

For the purpose of this Article, "reasonable time" shall be defined to mean not interfering with or interrupting the instructional program and/or operational program.

Section 3 - Communication

The Union shall have the right to post notices of Union concern on designated bulletin boards, at least one of which shall be maintained in each work location in the area frequented by unit members. A notice must be dated and must identify the person and organization responsible for its promulgation. This space will be visible to all unit members and objects will not block its view. The designated space will only contain CWA Local 9588 information. Union notices will be placed by site secretaries of the District.

Section 4 - Rights of Access

Authorized Union representatives shall, in accordance with the conditions noted herein, have the right of reasonable access in District facilities for the purpose of contacting unit members and translating lawful Union business. Upon arriving at a school site, any representative shall first report to the office of the site administrator to announce ~~his/her~~ their presence. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-classroom teaching hours, such as, breaks, duty-free lunch periods, and before and after school.

Section 5 - Bargaining Unit Information

The District shall include membership application forms in the hire packet provided to new unit members. The Union and District shall share the cost for the printing and distribution of the negotiated contract. The District shall maintain a copy of the contract on their web site. In addition, the District will provide twenty (20) copies to the Union every year there is a change in the contract. Each quarter the district shall provide an updated list containing each ~~substitute~~ guest teacher, ~~his/her~~ their current address, telephone number, and ~~personal~~ email address. The Union will be provided within ~~ten (10)~~ five (5) work days the name of the ~~substitute~~ guest teacher removed from site/classroom due to disciplinary reasons. Each June a list of negative evaluations received during the school year, categorized by name, type and site (~~no names~~), will be given to CWA. The District shall provide a list of ~~substitute~~ guest teachers to the Union by October 15th of each year ~~and when there are new orientations~~.

Section 6 - Release Time

The Union shall be granted release time with pay for up to ninety (90) hours per school year for Union representation, including, but not limited to contract negotiations, new ~~substitute~~ guest teacher orientations and Extended Cabinet, LCAP and LCFF meetings. Paid release time, other than contract negotiations, is approved for Monday through Friday during normal ~~substitute~~ guest teaching hours.

The Union shall notify the District in writing the name of the Union Representative to be released under the provision of this section during the month of June of each year; or in the case of a designee, five (5) days prior to the effective date of the release.

ARTICLE IV - UNION SECURITY

Section 1 - Payroll Deduction of Membership Dues

Any ~~substitute~~ ~~guest~~ under Article I, Section 1 who has applied for Union membership, may sign and deliver to the District on the Payroll Deduction form supplied by the District an assignment authorizing deduction of membership dues, ~~initiation fees~~ and general assessments to the Union. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period that commences thirty (30) days or more after submission to the District's Payroll Office.

Section 2 - Remitting Dues and Service Fees

With respect to all sums deducted by the District pursuant to Sections 1 above, whether for membership dues, the District agrees to promptly remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made.

Section 3 - Information

The Union shall furnish any information needed by the District to fulfill the provisions of this Article.

Section 4 - Indemnification

The Union shall indemnify, defend and hold harmless the District, the District's Board of Education, including each individual School Board Member and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability, including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties, or awards, resulting from any court arbitrator, or PERB order, judgment, or settlement that may arise by reason of, or resulting from the operation of this Article in this Agreement. The Union shall bear all costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other costs of litigation. Upon commencement of such legal action, the Union shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Union because of such action shall or shall not be compromised, resisted, defended, tried or appealed. The Union's decision thereon shall be final and binding upon all Parties protected by this Section 6. This paragraph shall not be construed as a waiver on the part of the District, Board of Education or any individual protected by this Section of any claim against the Union for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Union and provide the Union with copies of any documents received as a result of the legal action. Upon

request, the District shall provide the Union's legal counsel with documents and information **reasonable** related to providing a defense.

ARTICLE V - CITIZENS' COMPLAINT PROCEDURES

Section 1 - Investigation

Complaints deemed serious by the District filed against unit members shall be investigated by the District and the unit member shall be informed of this complaint. Unit members shall be advised of their rights to Union representation.

Section 2 - Exclusions

Notwithstanding any other provision herein, this Article shall not apply in cases involving complaints against unit members in which the subject matter is addressed under State or Federal law, including but not limited to, complaints involving child abuse, sexual harassment, discrimination, civil rights, and other statutory violations.

ARTICLE VI - UNIT MEMBER'S RIGHTS

Section 1 - Physical Examination

The District shall pay any or all fees charged by the District clinic for intradermal tests to detect Tuberculosis as required by the District. Union members who must provide x-rays, or choose to provide intradermal or survey certification clearances from personal physicians will do so at their expense. Additional expenses resulting from use of private medical facilities shall not be borne by the District. Such physical examination will be required as prescribed by the San Bernardino County Health Officer or State Law.

Section 2 - Removal From Substitute System

In the event a decision is made to remove a **substitute guest teacher** from the Substitute System, the District shall notify the employee **and the union** within ~~five (5)~~ **three (3)** workdays from the date of the removal. The unit member will be provided the reason(s) for removal. The unit member has the right to write a response and meet with the Personnel Administrator. If the employee is not satisfied with the reason(s) provided, **he/she they** may request a review of the decision by the Lead Personal Agent.

Section 3 - Workplace Training

Unit members will be paid for all District-sponsored workplace trainings authorized for **substitute guest** teachers.

The school district shall collaborate with the union on training subjects prior to the new school year with continual discussions on training subjects throughout the year.

The District shall offer in-person and virtual trainings.

Section 4 - Health and Benefits

A. Qualified unit members will receive health care according to Covered California Law and the Affordable Health Care Act.

A teacher-in-training will receive health care coverage on the first of the month following the start of the assignment.

B. The District shall recognize and follow The Healthy Workplaces, Healthy Families Act of 2014.

C. Unit members working in a long-term assignment (21-days or more) and teachers-in-training shall be eligible for bereavement leave, not to exceed three days, for the following immediate family members:

Mother	Uncle	Spouse	Daughter
Stepmother	Grandmother	Domestic Partner	Daughter-in- law
Father	Grandfather	Son	Brother
Step-father	Grandchild	Son-in-law	Sister
Aunt			

D. Unit members working in a long-term assignment (21-days or more) and teachers-in-training shall be eligible for personal necessity leave, not to exceed three days/18 hours, for any of the following:

- Death of a relative who is not covered under bereavement
- District employee or a student of the Rialto Unified School District
- A close friend
- An unforeseen crisis involving the unit member's property. Such crisis must be serious in nature, involve circumstances the unit member cannot disregard, and require the attention of the unit member during the member's assigned hours of service
- To appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction. (The official document needs to be submitted to Personnel.)

Personal Necessity shall be deducted from and shall not exceed the number of full-paid days of sick leave to which the unit member is entitled for the school year.

The unit member will be subject to appropriate discipline if the Personnel Necessity Leave is used for purposes other than the above circumstances.

Section 5 - School Closure Compensation

In the event of a school closure due to natural disaster, power outage, weather, etc. the members shall be paid if they have an assignment that day. Long-term and Teacher-in-Training Guest Teachers shall not lose their status because of the closure.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1 - Definition

- A. A grievance is a written allegation by a Union member(s) or the Union that ~~he/she/they has~~ have been adversely affected by an alleged violation, misrepresentation or misapplication of a provision of this Agreement.
- B. Immediate supervisor is the lowest level administrator having jurisdiction over the grievant.
- C. "Day" means school day during which students are required to be in attendance.

Section 2 - General Provisions

- A. Every Union member shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in the Article shall be construed to prevent any individual unit member from discussing a problem with an agent of the District and having it resolved without a grievance as provided herein.
- B. The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal.
- C. Any Union member at any time may present grievances to the District and have such grievances adjusted, without the intervention of the Union, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- D. Hearing and conferences under this procedure shall be conducted at a time and place that will afford an opportunity for all persons entitled to be present to attend a will be held, insofar as possible, after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District

shall not release without loss of pay more than one (1) unit member representative per grievance.

- E. Any investigation or other handling or processing of a grievance by a grievant or Union shall be conducted so as to result in no interference with, or interruption of the instructional program.

Section 3 - Levels of Grievance Procedure

- A. Level I: Any unit member who has a grievance shall reduce such matter to writing within ten (10) days after the unit member has knowledge, or reasonably should have knowledge, of the event that caused the grievance and submit it to the immediate supervisor who shall meet with the unit member and/or a Union Representative, in an attempt to resolve the matter. Such meeting and a response in writing by the immediate supervisor will be made within ten (10) days after submission of the grievance into Level I.
- B. Level II: If the grievance is not resolved in Level I, a written notice of appeal to Level II shall be served by the grievant to the District within ten (10) days following disposition of the grievance in Level I. Such grievance shall be discussed at a meeting with the unit member and/or **his/her their** representative and the superintendent or **his/her their** designee and whomever else the Superintendent or **his/her their** designee elects to be present. Such meeting and a response in writing by the District will be made within ten (10) days after submission of the grievance into Level II.
- C. Level III: If the grievance is not resolved at Level II, a written notice of appeal to Level III (mediation) shall be served by the grievant to the District within ten (10) days following disposition of the grievance in Level II. In this event, Personnel Services shall, within ten (10) days, submit to the California State Mediation and Conciliation Services a request for services of a mediator.
- D. Level IV: If the grievance is not satisfactorily resolved in Level III, the Union may, within ten (10) days after receipt of the District's reply, submit a written notice to the District of its intent to submit the grievance to final and binding arbitration. Within the ten (10) days following the receipt of the Union's notice of intent to submit the grievance to arbitration, the district shall request the California State Conciliation Service to provide a list of seven (7) arbitrators from which the Parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator. The cost of the arbitrator's services shall be borne equally by the Union and the district. The arbitrator shall have no authority to add to, subtract from, or to alter, amend or change any of the terms and conditions of this Agreement. The arbitrator's decision must be limited to the specific issue or issues submitted to **him/her them** and based upon the arbitrator's interpretation of meaning or application of the language of the Agreement. The arbitrator's decision shall be final and binding.

Section 4 - Waivers

- A. Any of the time limits set forth in this Article may be waived by written agreement between the Parties.

B. Any of the levels or procedures in this Article may be waived by written agreement between the Parties.

Section 5 - Union Representation

Designated Union representatives shall be provided reasonable release time with no break in service for processing grievances to the extent required by law. The names of the designated union representatives, not to exceed seven (7) shall be provided to the Superintendent or designee by July 15th of each school year. Whenever possible, the processing of grievances shall be conducted during non-work time. In the event that release time is necessary for the long-term substitute guest teacher, the Union shall provide 24-hour prior written notice to the site administrator.

ARTICLE VIII - PERSONNEL FILES

Section 1 - Inspection

Materials in the personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for inspection of the persons involved. Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Section 2 - Access

Every Union member shall have the right to inspect such materials, upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

Section 3 - Release of Materials

Upon written authorization by the Union member, a representative of the Union shall be permitted to examine materials in the unit member's personnel files as set forth in Section 1 of this Article.

Section 4 - Copies of Materials

Union members shall be provided at no cost a single copy of any materials placed in the personnel file, up to five pages in length. Additional copies of the same documents, or copies over the five-page limit, will be provided at a cost of ten cents (.10) per page.

Section 5 - Derogatory Material

Information of a derogatory nature shall not be entered into an employee's personnel file unless and until the employee is given notice and an opportunity to review and comment. A unit member shall have the right to enter and have attached to any derogatory statement his or her own written comments. All such material shall be signed and dated by the person who drafted the material. All

district initiated written correspondence to a unit member regarding complaints shall be copied to the elected Union representative.

Section 7 - Log

The District shall keep a log showing the name and date in which a personnel file was examined by individuals other than employees assigned to Human Resources and Employee Relations. The log shall be available for examination by the unit member or union representative, if so authorized by the Union member.

Section 8 - Commendations

Educational commendations, awards, and citations received will be entered in the employee's file.

ARTICLE IX - PROTECTION AND SAFETY

Section 1 - General

The District shall make every reasonable effort to provide a place of employment that is safe as the nature of the employment and assigned duties reasonably permit per Ed Code and District policy.

Section 2 – Safety Equipment

The District shall provide safety equipment reasonably necessary to permit unit members to perform assigned duties safely.

Section 3 - Student Behavior and School Information

- A. A unit member may exercise, during performance of **his/her their** duties, the same degree of physical control over a pupil that a parent would be legally privileged to exercise; but in no event shall it exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. Under such circumstances, the unit member must act in a reasonable and prudent manner with mature judgment.
- B. The District shall encourage a **substitute guest teacher** folder for each classroom and virtual classroom. The **substitute guest teacher** folder shall be maintained by the teacher and the onsite administrator. The **substitute guest teacher** folder shall include, as necessary:
 - o Emergency Lesson Plans & Information
 - o Current Bell Schedules - Regular, Minimum, Modified, Inclement Weather
 - o School Map, Discipline procedures
 - o List of Team/Buddy Teachers
 - o Current Class Roster

- o List of elementary students exchanged during the day
- o Seating charts (with photos when available)
- o List of students with special needs, interventions, RSP, Music, Cafeteria Workers, Special testing, Speech, Adaptive PE, Medications
- o Whole class activities PE, Library, Assembly, Computer
- o Site phone lists and phone use instructions
- o Referral forms (low/high)
- o Name and Role of Aides in the classroom
- o Release process- bus, after school program, parent pick-up

Section 4 - Unsafe Conditions

It is the responsibility of all unit members to be alert in observing unsafe conditions, and to report unsafe conditions to their supervisor and/or District Safety Officer. The supervisor and/or District Safety Officer shall promptly investigate reported unsafe conditions.

Section 5 - Disaster Service Worker

All unit members are disaster service workers. When assigned disaster service activities by the District, they are working within their scope of employment.

Section 6 - Safety Rules

Unit members must comply with all safety rules, which are provided by **R Rialto** USD.

Section 7 - School Site Discipline Plan

Unit members shall have access to a copy of the school site Discipline Plan.

Section 8 - Safety Committee

The Union may participate in the District Safety Committee

Section 9 - Emergency Communication

Unit members assigned to a school site shall have the same access to a telephone or other electronic communication available to the teacher regularly assigned to the position.

Section 10 - Replacement or Repair of Unit Members' Personal Property

1. The District will set aside annually an amount sufficient for reimbursing unit members under the terms of this Article. The District may pay the cost of replacing or repairing property of a unit member such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member or vehicles, when such items are damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty.

2. The District may reimburse a unit member for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to paragraph 4c below.
3. If the items are damaged beyond repair or stolen, the actual value of such items may be paid. 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 the unit member will be judged on its individual merits.
4. Payments shall be based on the following:
 - A. No payment shall be made for any item having a value of less than ten dollars (\$10.00) at the time of damage or theft, nor shall any payment be made or repairs of less than ten dollars (\$10.00). The maximum payment for any one loss shall not exceed three hundred dollars (\$300). Payment 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 unit member with the Senior Director, Risk Management/Benefits and Transportation within thirty (30) days of the date of loss and shall be signed by the unit member, the immediate supervisor and the appropriate Associate Superintendent. 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 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, Personnel Services and the Senior Director, of Risk Management/Benefits and Transportation.
 - D. Reimbursement for repair of vehicle damage shall be limited to payment of the deductible amount of the unit member's insurance policy not to exceed five hundred dollars (\$500) for damages resulting from malicious acts of others while a vehicle is parked or driven on or adjacent to the school or at the site of authorized District activities. Reimbursement for repair of vehicle damage for these unit members 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, such as hubcaps, a radio or tape deck, including tapes and cassettes, CD players, including CD's, cellular phones, air bags, and damage to a vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage.
 - E. When the claim involves a vehicle or theft of property, a report shall be made to the police as soon as possible and the police report number included with the claim. No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered

because of lack of personal supervision or failure to keep property in a locked area where such security is available to the owner.

- F. The property shall not remain in the District over a weekend, on holidays or during vacation periods without the specific approval of the immediate supervisor.
- G. The unit member must assign to the District the right of subrogation to the extent of any payment made by the District.
- H. Recommendations for payment shall be made by the Superintendent and ~~his/her~~ their decision will be final.

ARTICLE X - WAGES

Section 1 - Day-to-Day Substitution

~~Substitute~~ Guest teachers shall be paid according to Appendix A for each full day of substitute work. Preparation and conference periods constitute work time that must be used for preparation, reviewing lesson plans, and/or other professional activities.

Section 2 - Long Term Substitution

Long term ~~substitutes~~ guest teachers shall be paid according to Appendix A for each full day of substitution when the assignment is twenty-one (21) or more consecutive days. The rate shall be retroactive to the first day of the assignment.

Long term substitution is defined as twenty-one (21) or more consecutive days taught in the same assignment within a given school year.

Section 3 - Teacher-in-Training

Teachers-in-Training must be enrolled in a college/university teacher credential program or hold a teaching credential and is assigned to a specific school site. The Teacher-in-Training and the District will sign a commitment for the school year. The teacher-in-training shall be paid according to Appendix A.

Section 4 - Retired Teachers

Teachers that have retired from any School District and upon validated proof of such retirement shall be paid according to Appendix A.

Section 5 - Specific Additional Assignments

If a ~~substitute~~ guest teacher is required by the site administrator to work during ~~his/her~~ their Conference Period or periods beyond period 6, ~~he/she~~ they shall be compensated for one additional hour at the established hourly rate.

Occasional splitting of Students: A teacher is requested to take additional students when there is a shortage of **substitute guest** teachers and the students are split up into other classrooms. The **substitute guest** teacher will be paid an extra hour per day.

Section 6 - Work Day

- A. The assigned workday shall be equivalent to the regular teaching staff. The **Substitute guest teacher** shall report to the principal's office one-half hour before classes are scheduled to begin, and shall remain on duty at the school until the end of the regular teacher work day.
- B. Unit members shall have a duty-free lunch period for thirty (30) consecutive minutes, or more, which shall be set by the school site administrator.
- C. At the end of the day, the **substitute guest teacher** may request the office to make a copy of the lesson plan, if available, for their records.
- D. **Substitute Guest teacher** employees called into an assignment by the District and who work less than 3 ½ hours will be paid half of their daily rate and if the **substitute guest teacher** works 3 ½ hours or more they are paid for a full day. As salaries increase over time the practice of half day full day will continue.
- E. **If a guest teacher accepts an assignment arrives at the site and is informed that the assignment is cancelled, the guest teacher shall be paid a half day's pay.**
- F. **Any member who works on a Minimum Day and works after the original class has been dismissed for afterschool programs or classes that are not on Minimum Day schedule shall be paid another half day.**

Section 7 - Duties

The **substitute guest teacher** shall, as part of **his/her their** regular day, supervise students, deliver lessons, participate in professional activities, and perform other duties as directed by the Administration. Unit members shall leave a report for the regular teacher of what transpired during the day/assignment.

Section 8 - Hourly Wage

The hourly wage shall be determined by dividing the daily salary rate by six (6).

Section 9 - Mileage

In the event that the District needs to move a **substitute guest teacher** from one site to another site after they have arrived at their assignment for the day, the **substitute guest teacher** is entitled to mileage pay for the distance from the site they were originally assigned to the site they are being moved to. Mileage cards will be signed by the Personnel Administrator.

ARTICLE XI - CONCERTED ACTIVITIES

Section 1 - Union Obligations

It is agreed and understood that there will be no strike, work stoppage, slowdown, or any concerted action or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this agreement, including compliance with the request of other employee organizations to engage in such activity. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so.

Section 2 - Breach of Agreement

It is understood that in the event Section 1 above is violated, this Agreement shall be breached and the District may elect to withdraw any right, privileges, or services provided for herein from any Union members or the Union.

Section 3 - District Obligations

During the term of this Agreement, or any extension thereof, the District agrees that it will not lockout its employees.

ARTICLE XII - EFFECT OF AGREEMENT

Section 1 - Complete Understanding

The Union and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether referred to or not in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

ARTICLE XIII - SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the Parties agree to meet and negotiate on the issue at a mutually agreeable time and place after such determination.

ARTICLE XIV - TERM OF AGREEMENT

Section 1 - Duration

This Agreement shall remain in full force and effect for a three-year period of July 1, ~~2021~~ 2024 through June 30, ~~2024~~ 2027 with reopeners on salary, medical and one article selected by each party for the ~~2022/2023~~ 2025/2026 and ~~2023/2024~~ 2026/2027 school years. The Union agrees to present its complete initial proposal to the District no later than the first regular Board meeting in March of each year.

Section 2 - Maintenance of Membership

All employees who are members of the Union as of the effective date of this agreement, and all employees who thereafter become members of the Union shall, as a condition of employment, maintain ~~his or her~~ their membership in good standing for the duration of the written agreement. Union members who wish to withdraw from Union membership may do so by filing a written withdrawal notice with the District and the Union within 30 days of the expiration of the agreement.

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 30th day of July, which shall commence July 1, ~~2021~~ 2024 through June 30, ~~2024~~ 2027.

~~Dated this 30th day of July, 2021.~~

APPENDIX A

SUBSTITUTE GUEST TEACHER SALARY INFORMATION

(Effective July 1, ~~2021~~ 2024)

Daily Rate	\$205	\$210
11 or more consecutive days in the same assignment (retro to the first day)	\$225	\$230
Special Education, Retired Teacher and Credentialed Substitute Guest Teacher	\$225	\$230
Substitute Teacher Guest Teacher has worked 60 days Rialto USD during 2024/2025 in any given school year	\$225	\$230
Long-Term Rate (21 or more consecutive days, retro to the first day)	\$250	\$260
Teacher-in-Training	\$250	\$260

****~~Substitute Teachers~~ Guest Teachers** that work 100 or more full days with Rialto USD will receive a \$2000 dollar stipend at the end of the school year. **

\$80.00 to attend District sponsored trainings outside of normal work hours

PLEASE POST

PLEASE POST

PUBLIC NOTICE

PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE AND BOARD POLICY, THE ATTACHED INITIAL CONTRACT PROPOSAL FOR THE 2024-2025 SCHOOL YEAR SUBMITTED BY THE RIALTO UNIFIED SCHOOL DISTRICT, FOR AN AGREEMENT BETWEEN THE RIALTO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION AND THE RIALTO EDUCATION ASSOCIATION (REA), IS HEREBY POSTED IN COMPLIANCE WITH THE LEGISLATIVE REQUIREMENTS FOR PUBLIC NOTICE.



Rhonda Kramer,
Lead Personnel Agent
Personnel Services

February 29, 2024

RIALTO UNIFIED SCHOOL DISTRICT
Initial Proposal to
RIALTO EDUCATION ASSOCIATION
2024-2025
February 29, 2024

The following is the proposal of the Rialto Unified School District for the 2024-2025 school year:

1. ARTICLE VI: LEAVES

Modify language regarding leaves

2. ARTICLE XVIII: TEACHING HOURS, NON-TEACHING HOURS AND EXTRA CURRICULAR DUTIES

Modify language regarding teaching hours

Modify language regarding extra duty

3. ARTICLE XIX: SALARY, HEALTH AND WELFARE BENEFITS

Modify language regarding Salary, Health and Welfare Benefits

The District reserves the right to modify its proposal during the negotiation process.

CONSENT CALENDAR ITEMS



RIALTO UNIFIED SCHOOL DISTRICT

Personnel

BP 4140(a)

Bargaining Units

The Board of Education recognizes the right of ~~public school~~ **District** employees to form **a bargaining units, and to** select an employee organization as the exclusive representative of their unit, **to represent the employees'** and ~~be represented by that organization in their employment relationship with the District.~~ The Board is committed to negotiating in good faith with the employee organizations and respecting the rights of employees and employee organizations.

~~(cf. 4141/4241—Collective Bargaining Agreement)
(cf. 4143/424—Negotiations/Consultation)
(cf. 9000—Role of the Board)~~

The District shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

~~(cf. 4119.1/4219.1/3219.1—Civil and Legal Rights)~~

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

~~The District may recognize a bargaining unit of supervisory employees if:
(Government Code 3545)~~

- ~~1. The bargaining unit includes all supervisory employees.~~
- ~~2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.~~

~~(cf. 4300—Administrative and Supervisory Personnel)
(cf. 4301—Administrative Staff Organization)
(cf. 4312.1—Contracts)~~

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents District employees who are supervised by the supervisory employees. (Government Code 3545)

Bargaining Units

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in a management, senior management, or confidential positions shall not be represented by an exclusive representative. **In the employment relationship with the District,** ~~Such~~ employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions;. **An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the District on behalf of the employees.** ~~but that organization shall not meet and negotiate with the District.~~ For this purpose: (Government Code 3540.1, 3543.4)

1. ~~Management employee means any employee who has significant responsibilities for formulating District policies or administering District programs, and whose position is designated as a management position by the Board.~~
2. ~~Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.~~

Management employee means an employee in a position having significant responsibilities for formulating District policies or administering District programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The District shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the District shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or

Bargaining Units

otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with District employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the District and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the District's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

(cf. ~~4119.1/4219.1/4319.1~~ Civil and Legal Rights)

Access to Employee Orientations and Contact Information

The District shall permit employee organizations access to new employee orientations **or onboarding process** where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The District shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the District's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, ~~the~~ the structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the District and the exclusive representative, ~~following a request to negotiate by either party.~~ If the District and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The District and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. **The arbitrator selection process shall commence within 14 days of a party's**

Bargaining Units

demand for compulsory interest arbitration. When any such dispute arises during the summer when the District's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time and place of orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

~~The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)~~

~~However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)~~

~~(cf. 1340 – Access to District Records)~~

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the District shall ensure the following: (Government Code 3556)

- 1. When an in-person new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the**

Bargaining Units

exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

- 2. When, by reason of a state or local public health order limiting the size of gatherings, the District is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.**

Alternative access to these meetings shall be determined through mutual agreement between the District and the exclusive representative.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the District, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

- 1. The home address and any phone numbers on file for employees performing law enforcement-related functions**
- 2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207**

Bargaining Units

- 3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the District unless the list is only used by the District to contact the employee.**

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use District facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to District means of communication shall be limited in cases where such access would be disruptive to District operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the District shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the District, the District shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees.

Bargaining Units

The employee organization shall not be required to submit to the **District** a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the **District**. The employee organization shall indemnify the **District** for any employee claims regarding payroll deductions made by the **District** in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the **District** shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the **District**. The employee organization shall be responsible for processing these requests. The **District** shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the **District** for any claims made by an employee for deductions made by the **District** in reliance on information from the employee organization. (Education Code 45060, 45168)
(Education Code 45060, 45168)

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
8 CCR 33015-33490	<u>Recognition of exclusive representative proceedings</u>
8 CCR 33700-33710	<u>Severance of established unit</u>
Ed. Code 45060-45061.5	<u>Deduction of fees from salary or wage payment; certificated employees</u>
Ed. Code 45100.5	<u>Senior classified management positions</u>
Ed. Code 45104.5	<u>Abolishment of senior classified management positions</u>

Bargaining Units

State	Description
Ed. Code 45108.5	<u>Definition of senior classified management employees</u>
Ed. Code 45108.7	<u>Waiver of provisions of 45108.5</u>
Ed. Code 45168	<u>Deduction of fees from salary or wage payment; classified employees</u>
Ed. Code 45220-45320	<u>Merit system; classified employees</u>
Gov. Code 3540-3549.3	<u>Educational Employment Relations Act</u>
Gov. Code 3540.1	<u>Public employment; definitions</u>
Gov. Code 3543.4	<u>Management and confidential positions; representation</u>
Gov. Code 3545	<u>Appropriateness of unit; basis</u>
Gov. Code 3550-3552	<u>Prohibition on public employers deterring or discouraging union membership</u>
Gov. Code 3555-3559	<u>Public employee communication, information and orientation</u>
Gov. Code 53260-53264	<u>Employment contracts</u>
Gov. Code 6205-6210	<u>Confidentiality of addresses for victims of domestic violence, sexual assault, or stalking</u>
Gov. Code 6215-6216	<u>Address confidentiality for individuals who face threats or violence because of work for a public entity</u>
Gov. Code 6503.5	<u>Joint powers agencies; agreement</u>
Gov. Code 7928.300	<u>Disclosure of employee contact information to employee organization</u>
Management Resources	Description
Court Decision	<u>County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905</u>
Court Decision	<u>Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083</u>

Bargaining Units

Management Resources

Description

Court Decision	<u>Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448</u>
Public Employment Relations Board Ruling	<u>East Whittier School District (2004) PERB Dec. No. 1727</u>
Public Employment Relations Board Ruling	<u>City of Sacramento (2019) PERB Dec. No. 2702m</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Federation of Teachers</u>
Website	<u>California Public Employment Relations Board</u>
Website	<u>California School Employees Association</u>
Website	<u>California Teachers Association</u>
Website	<u>Association of California School Administrators</u>
Website	<u>CSBA</u>

Cross References

Code	Description
0450	<u>Comprehensive Safety Plan</u>
0450	<u>Comprehensive Safety Plan</u>
0460	<u>Local Control And Accountability Plan</u>
0460	<u>Local Control And Accountability Plan</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
1431	<u>Waivers</u>
4113	<u>Assignment</u>
4113	<u>Assignment</u>
4115	<u>Evaluation/Supervision</u>
4115	<u>Evaluation/Supervision</u>

Bargaining Units

Code	Description
4119.1	<u>Civil And Legal Rights</u>
4119.25	<u>Political Activities Of Employees</u>
4121	<u>Temporary/Substitute Personnel</u>
4121	<u>Temporary/Substitute Personnel</u>
4141	<u>Collective Bargaining Agreement</u>
4143	<u>Negotiations/Consultation</u>
4151	<u>Employee Compensation</u>
4154	<u>Health And Welfare Benefits</u>
4154	<u>Health And Welfare Benefits</u>
4161.2	<u>Personal Leaves</u>
4219.1	<u>Civil And Legal Rights</u>
4219.25	<u>Political Activities Of Employees</u>
4241	<u>Collective Bargaining Agreement</u>
4243	<u>Negotiations/Consultation</u>
4251	<u>Employee Compensation</u>
4251	<u>Employee Compensation</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4261.2	<u>Personal Leaves</u>
4301	<u>Administrative Staff Organization</u>
4312.1	<u>Contracts</u>
4315	<u>Evaluation/Supervision</u>
4315	<u>Evaluation/Supervision</u>
4319.1	<u>Civil And Legal Rights</u>
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Bargaining Units

Code	Description
4351	<u>Employee Compensation</u>
4351	<u>Employee Compensation</u>
4354	<u>Health And Welfare Benefits</u>
4354	<u>Health And Welfare Benefits</u>
4361.2	<u>Personal Leaves</u>
9000	<u>Role Of The Board</u>

Policy
adopted: March 2007
revised: August 22, 2007
revised: August 27, 2014
revised: September 26, 2018
revised:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California



RIALTO UNIFIED SCHOOL DISTRICT

Personnel

BP 4240(a)

Bargaining Units

The Board of Education recognizes the right of ~~public school~~ **District** employees to form **a** bargaining units, **and to** select an employee organization as the exclusive representative of their unit, ~~and be represented by that organization in their~~ **to represent the employees in the employees'** employment relationship with the District. The Board is committed to negotiating in good faith with the employee organizations and respecting the rights of employees and employee organizations.

~~(cf. 4141/4241—Collective Bargaining Agreement)~~

~~(cf. 4143/4243—Negotiations/Consultation)~~

~~(cf. 9000—Role of the Board)~~

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~~The District may recognize a bargaining unit of supervisory employees if:~~
(Government Code 3545)

- ~~1. The bargaining unit includes all supervisory employees.~~
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~~(cf. 4300—Administrative and Supervisory Personnel)~~

~~(cf. 4301—Administrative Staff Organization)~~

~~(cf. 4312.1—Contracts)~~

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For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the District, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

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Membership

The **D**istrict shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the **D**istrict shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, **3551.5**)

Bargaining Units

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Following a request to negotiate by either party, ~~the~~ the structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the District and the exclusive representative, following a request to negotiate by either party. If the District and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The District and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. **The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.** When any such dispute arises during the summer when the District's administrative office is closed, the timeline shall commence on the first day the administrative office reopens.

Bargaining Units

The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time and place of **a new employee** orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

~~The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)~~

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~~(cf. 1340 - Access to District Records)~~

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the District shall ensure the following: (Government Code 3556)

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Bargaining Units

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Bargaining Units

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(Education Code 45060, 45168)

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
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions

Bargaining Units

State	Description
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, or stalking

Bargaining Units

State	Description
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization
Management Resources	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No.1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702m
Website	CSBA District and County Office of Education Legal Services

Bargaining Units

Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment

Bargaining Units

Code	Description
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation

Bargaining Units

4251	Employee Compensation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4351	Employee Compensation
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board

Policy
adopted: March 2007
revised: August 22, 2007
revised: August 27, 2014
revised: September 26, 2018
revised:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California



RIALTO UNIFIED SCHOOL DISTRICT

Personnel

BP 4340(a)

Bargaining Units

The Board of Education recognizes the right of ~~public school~~ **District** employees to form **a bargaining units, and to** select an employee organization as the exclusive representative of their unit, ~~and be represented by that organization in their~~ **to represent the employees in the employees'** employment relationship with the District. The Board is committed to negotiating in good faith with the employee organizations and respecting the rights of employees and employee organizations.

~~(cf. 4141/4241—Collective Bargaining Agreement)
(cf. 4143/4243—Negotiations/Consultation)
(cf. 9000—Role of the Board)~~

The District shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5, 3543.6)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

~~(cf. 4119.1/4219.1/3219.1—Civil and Legal Rights)~~

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

~~The District may recognize a bargaining unit of supervisory employees if:
(Government Code 3545)~~

- ~~1. The bargaining unit includes all supervisory employees.~~
- ~~2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.~~

~~(cf. 4300—Administrative and Supervisory Personnel)
(cf. 4301—Administrative Staff Organization)
(cf. 4312.1—Contracts)~~

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

Bargaining Units

Employees serving in a management, senior management, or confidential positions shall not be represented by an exclusive representative. **In the employment relationship with the district,** such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions;. **An employee organization representing management or confidential employees shall not be permitted to** but that organization meet and negotiate with the District **on behalf of the employees.** For this purpose:(Government Code 3540.1, 3543.4)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

1. Management employee means any employee **in a position having** who has significant responsibilities for formulating District policies or administering District programs.; and whose position is designated as a management position by the Board. **Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)**
2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. **(Government Code 3540.1)**

Membership

The District shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the District shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, **3551.5**)

Bargaining Units

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

~~(cf. 4119.1/4219.1/4319.1 Civil and Legal Rights)~~

Access to Employee Orientations and Contact Information

The **District** shall permit employee organizations access to new employee orientations **or onboarding process** where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The **District** shall provide employee organizations at least 10 days¹ notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the **District's** operation prevents the required 10 days¹ notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, ~~the~~ the structure, time, and manner of ~~the~~ the access to new employee orientations shall be determined by mutual agreement of the **District** and the exclusive representative, following a request to negotiate by either party. If the **District** and exclusive representative fail to reach an agreement, matters related to ~~the~~ the access to new employee orientation shall be subject to compulsory interest arbitration. The **District** and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. **The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.**

Bargaining Units

When any such dispute arises during the summer when the District's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time and place of orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

~~The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)~~

~~However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)~~

~~(cf. 1340 - Access to District Records)~~

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the District shall ensure the following: (Government Code 3556)

- 1. When an in-person new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours.**

Bargaining Units

Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an in-person meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

- 2. When, by reason of a state or local public health order limiting the size of gatherings, the District is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.**

Alternative access to these meetings shall be determined through mutual agreement between the District and the exclusive representative.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

- 1. The home address and any phone numbers on file for employees performing law enforcement-related functions**
- 2.**

Bargaining Units

2. **The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207**
3. **The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.**

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the District is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to District means of communication shall be limited in cases where such access would be disruptive to district operations.

~~(cf. 1340—Access to District Records)~~

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the District shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee

provided or sponsored by the employee organization. (Education Code 45060, 45168)

Bargaining Units

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the **D**istrict, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the **D**istrict a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the **D**istrict. The employee organization shall indemnify the **D**istrict for any employee claims regarding payroll deductions made by the **D**istrict in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the **D**istrict shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the **D**istrict. The employee organization shall be responsible for processing these requests. The **D**istrict shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the **D**istrict for any claims made by an employee for deductions made by the **D**istrict in reliance on information from the employee organization. (Education Code 45060, 45168)
(Education Code 45060, 45168)

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
8 CCR 33015-33490	<u>Recognition of exclusive representative; proceedings</u>
8 CCR 33700-33710	<u>Severance of established unit</u>

Bargaining Units

State	Description
Ed. Code 45060-45061.5	<u>Deduction of fees from salary or wage payment; certificated employees</u>
Ed. Code 45100.5	<u>Senior classified management positions</u>
Ed. Code 45104.5	<u>Abolishment of senior classified management positions</u>
Ed. Code 45108.5	<u>Definition of senior classified management employees</u>
Ed. Code 45108.7	<u>Waiver of provisions of 45108.5</u>
Ed. Code 45168	<u>Deduction of fees from salary or wage payment; classified employees</u>
State	Description
Ed. Code 45220-45320	<u>Merit system; classified employees</u>
Gov. Code 3540-3549.3	<u>Educational Employment Relations Act</u>
Gov. Code 3540.1	<u>Public employment; definitions</u>
Gov. Code 3543.4	<u>Management and confidential positions; representation</u>
Gov. Code 3545	<u>Appropriateness of unit; basis</u>
Gov. Code 3550-3552	<u>Prohibition on public employers deterring or discouraging union membership</u>
Gov. Code 3555-3559	<u>Public employee communication, information and orientation</u>
Gov. Code 53260-53264	<u>Employment contracts</u>
Gov. Code 6205-6210	<u>Confidentiality of addresses for victims of domestic violence, sexual assault, or stalking</u>

Bargaining Units

State	Description
Gov. Code 6215-6216	<u>Address confidentiality for individuals who face threats or violence because of work for a public entity</u>
Gov. Code 6503.5	<u>Joint powers agencies; agreement</u>
Gov. Code 7928.300	<u>Disclosure of employee contact information to employee organization</u>

Management Resources

	Description
Court Decision	<u>County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905</u>
Court Decision	<u>Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083</u>
Court Decision	<u>Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448</u>
Public Employment Relations Board Ruling	<u>East Whittier School District (2004) PERB Dec. No. 1727</u>
Public Employment Relations Board Ruling	<u>City of Sacramento (2019) PERB Dec. No. 2702m</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Federation of Teachers</u>
Website	<u>California Public Employment Relations Board</u>
Website	<u>California School Employees Association</u>

Bargaining Units

Management Resources		Description
Website		<u>California Teachers Association</u>
Website		<u>Association of California School Administrators</u>
Website		<u>CSBA</u>
Cross References		
Code	Description	
0450	<u>Comprehensive Safety Plan</u>	
0450	<u>Comprehensive Safety Plan</u>	
0460	<u>Local Control And Accountability Plan</u>	
0460	<u>Local Control And Accountability Plan</u>	
1340	<u>Access To District Records</u>	
1340	<u>Access To District Records</u>	
1431	<u>Waivers</u>	
4113	<u>Assignment</u>	
4113	<u>Assignment</u>	
4115	<u>Evaluation/Supervision</u>	
4115	<u>Evaluation/Supervision</u>	
4119.1	<u>Civil And Legal Rights</u>	
4119.25	<u>Political Activities Of Employees</u>	
4121	<u>Temporary/Substitute Personnel</u>	
4121	<u>Temporary/Substitute Personnel</u>	
4141	<u>Collective Bargaining Agreement</u>	
4143	<u>Negotiations/Consultation</u>	
4151	<u>Employee Compensation</u>	
4154	<u>Health And Welfare Benefits</u>	
4154	<u>Health And Welfare Benefits</u>	

Bargaining Units

Code	Description
4161.2	<u>Personal Leaves</u>
4219.1	<u>Civil And Legal Rights</u>
4219.25	<u>Political Activities Of Employees</u>
4241	<u>Collective Bargaining Agreement</u>
4243	<u>Negotiations/Consultation</u>
4251	<u>Employee Compensation</u>
4251	<u>Employee Compensation</u>
4254	<u>Health And Welfare Benefits</u>
4254	<u>Health And Welfare Benefits</u>
4261.2	<u>Personal Leaves</u>
4301	<u>Administrative Staff Organization</u>
4312.1	<u>Contracts</u>
4315	<u>Evaluation/Supervision</u>
4315	<u>Evaluation/Supervision</u>
4319.1	<u>Civil And Legal Rights</u>
4319.25	<u>Political Activities Of Employees</u>
4351	<u>Employee Compensation</u>
4351	<u>Employee Compensation</u>
4354	<u>Health And Welfare Benefits</u>
4354	<u>Health And Welfare Benefits</u>
4361.2	<u>Personal Leaves</u>
9000	<u>Role Of The Board</u>

Policy
adopted: March 2007
revised: August 22, 2007
revised: August 27, 2014
revised: September 26, 2018
revised:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California



**Board of Education Agenda
March 06, 2024**

APPROVE UNIQUE LEARNING SYSTEMS & NEW COURSES OF STUDY FOR THE CALIFORNIA ALTERNATIVE PATHWAY DIPLOMA

BACKGROUND:

Historically, some groups of students with disabilities have received a high school certificate of completion in lieu of a high school diploma. The certificate of completion is not formally or widely recognized within the business communities or institutes of higher education. The certificate of completion has also proven to be challenging when attempting to gain competitive integrated employment and access to postsecondary opportunities. On December 5, 2023, the district curriculum council unanimously approved Unique Learning Online Systems Curriculum as the curriculum for students with significant disabilities. Unique Learning Systems was renewed by the Board of Education on August 9, 2023, for the current school year as part of the N2Y Learning Systems for Professional Development for special education teachers, coordinators, and administrators.

REASONING:

Currently, California has two pathways to earning diplomas. The pathways are (1) Meeting the requirements for UC/CSU A-G and (2) Meeting the requirements for a district-issued diploma. Both pathways exceed the State requirements for graduation credits. The third pathway, the California Alternative Pathway, established by the California Department of Education, Code of Federal Regulation C.F.R. 51225.31 requires local educational agencies to exempt an individual with exceptional needs who satisfies the eligibility criteria from all courses and other requirements adopted by the governing board of the local educational agency that are additional to the statewide course requirements specified in Section 51225.3 and shall award the pupil a diploma of graduation from high school, as described in Section 7801(23)(A)(ii)(I)(bb) of Title 20 of the United States Code. Students with disabilities, including those with significant cognitive disabilities, exit the K–12 education system with both the California Alternative Pathway Diploma and a set of skills that prepares them for the opportunity to earn a family-sustaining wage and meaningfully participate in their communities. In order for the California Alternative Pathway Diploma to be implemented, Education Services requests that the Board of Education approve the curriculum for students from Unique Learning Systems and approve the courses listed below for the 2023-2024 school year and beyond for students with disabilities who qualify through the IEP process to earn a diploma in the California Alternative Pathway.

History/Social Studies

ULSWLDHIS World History Dynamic (Grade 9-12) 10 credits

World History Dynamic is a required one-year course designed to help students with significant cognitive disabilities who are anticipated to earn a high school diploma in accordance with California Education Code 51225.31, access core content-aligned subject matter material.

This course uses the Unique Learning Systems online curriculum and provides students with a thematic examination of the political, economic, cultural, environmental, and social factors that have defined world history. The course begins with an introduction to the world before 1750 and continues with a focus on the expansion of the West and the growing interdependence of people, cultures, and globalization throughout the world. The world history course is designed to provide students with the opportunity to view history as a mosaic that values the contributions of the many peoples inhabiting our diverse world. This course is not eligible for UC or NCAA approval but meets the social science graduation requirements for the California Alternative Pathway Diploma.

ULSUSHIS US History Dynamic (Grade 9-12) 10 credits

United States History Dynamic is a survey course for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31.

This course uses the Unique Learning Systems online curriculum and reviews US History from the late nineteenth through the twenty-first century American history, starting with a brief review of democratic foundations and the impact of the Civil War. Students will analyze turning points and themes related to American identity, the role of the government, and the American experience. Skills such as reading, writing, speaking and listening, research, and media literacy will be emphasized. Aligning with the California History-Social Sciences Framework, students will engage with the content, practice inquiry skills, improve literacy, and develop values of citizenship through this course. This course is not eligible for UC or NCAA approval but meets the social science graduation requirements for the California Alternative Pathway Diploma.

ULSECON Economics Dynamic (Grade 9-12) 5 credits

Economics Dynamic is a required one-semester course designed for students with significant cognitive disabilities who are anticipated to earn a high school diploma in accordance with California Education Code 51225.31,

The course uses the Unique Learning Systems online curriculum and allows students to access core content-aligned subject matter material. The course will cover how individuals and societies make decisions given scarce resources. Areas of study include supply and demand, inflation and recession, money and credit, the banking system, labor and wages, managing the nation's economy, and economic theory. This course is not eligible for UC or NCAA approval but meets the social science graduation requirements for the California Alternative Pathway Diploma.

ULSGOV Principles of Democracy Dynamic (Grade 9-12) 5 credits

Principles of Democracy Dynamic is a required one-semester government course designed for students with significant cognitive disabilities who are anticipated to earn a high school diploma in accordance with California Education Code 51225.31. It is a course about the institutions of the American government.

The course uses the Unique Learning Systems online curriculum and focuses on the executive, judicial, and legislative branches of the federal government, the election process, and political parties. There is an emphasis on the concepts of constitutionalism, representative democracy, separation of powers, checks and balances, and federalism. This course is not eligible for UC or NCAA approval but meets the graduation requirements for the California Alternative Pathway Diploma.

English/Language Arts

ULSENG1 English 1 Dynamic (Grade 9) 10 credits

English I Dynamic is a required one-year freshman course designed for students with significant cognitive disabilities who are anticipated to earn a high school diploma in accordance with California Education Code 51225.31.

This course uses the Unique Learning Systems online curriculum and focuses on the study of reading, writing, language, and speaking and listening. The skills and strategies are taught in an integrated way and align with the state and district-adopted standards. There is an emphasis on critical thinking, informational texts, and nonfiction, integrating technology, and academic vocabulary. The range of texts includes a wide variety of authors from diverse backgrounds. This course is not eligible for UC or NCAA approval but meets the English/ Language Arts graduation requirements for the California Alternative Diploma.

ULSENG2 English 2 Dynamic (Grade 10) 10 credits

English 2 Dynamic is a required one-year sophomore course designed for students with significant cognitive disabilities who are anticipated to earn a high school diploma in accordance with California Education Code 51225.31.

This course uses the Unique Learning Systems online curriculum and focuses on the study of reading, writing, language, and speaking and listening. The skills and strategies are taught in an integrated way and align with the state and district-adopted standards. There is an emphasis on critical thinking, informational texts, and nonfiction, integrating technology, and academic vocabulary. The range of texts includes a wide variety of authors from diverse backgrounds. This course is not eligible for UC or NCAA approval but meets the English/ Language Arts graduation requirements for the California Alternative Pathway Diploma.

ULSENG3**English 3 Dynamic(Grade 11)****10 credits**

English 3 Dynamic is a required one-year junior course designed for students with significant cognitive disabilities who are anticipated to earn a high school diploma in accordance with California Education Code 51225.31.

This course uses the Unique Learning Systems online curriculum and focuses on the study of reading, writing, language, and speaking and listening. The skills and strategies are taught in an integrated way and align with the state and district-adopted standards. There is an emphasis on critical thinking, informational texts, and nonfiction, integrating technology, and academic vocabulary. The range of texts includes a wide variety of authors from diverse backgrounds. This course is not eligible for UC or NCAA approval but meets the English/ Language Arts graduation requirements for the California Alternative Pathway Diploma.

ULSENG4**English 4 Dynamic(Grade 12)****10 credits**

English 4 Dynamic is a required one-year senior course designed for students with significant cognitive disabilities who are anticipated to earn a high school diploma in accordance with California Education Code 51225.31.

This course uses the Unique Learning Systems online curriculum and focuses on the study of reading, writing, language, and speaking and listening. The skills and strategies are taught in an integrated way and align with the state and district-adopted standards. There is an emphasis on critical thinking, informational texts, and nonfiction, integrating technology, and academic vocabulary. The range of texts includes a wide variety of authors from diverse backgrounds. This course is not eligible for UC or NCAA approval but meets the English/ Language Arts graduation requirements for the California Alternative Pathway Diploma.

Mathematics**ULSALG1****Algebra I Dynamic (Grade 9-12)****10 credits**

Algebra I dynamic is designed for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31.

The course uses the Unique Learning Systems online curriculum and provides the transition from computation and problem-solving into understanding the dynamic changes and relationships in the world, and the universe, around us. Students will relate systems of equations to each other to find solutions in multiple ways. An understanding of content will be developed through integration with technology and applications with real-life examples. This course is not eligible for UC or NCAA approval but meets the mathematics graduation requirements for the California Alternative Pathway Diploma.

ULSGEOM**Geometry Dynamic (Grade 9-12)****10 credits**

Geometry Dynamic is designed for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31.

The course uses the Unique Learning Systems online curriculum and provides the transition from computation and problem-solving into understanding the dynamic changes and relationships in the world, and universe, around us. Students will relate systems of equations to each other to find solutions in multiple ways. An understanding of content will be developed through integration with technology and applications with real-life examples. This course is not eligible for UC or NCAA approval but meets the mathematics graduation requirements for the California Alternative Pathway Diploma.

Science**ULSBIOSC****Biology of the Living Earth Dynamic (Grade 9-12)****10 credits**

Biology of the Living Earth Dynamic is a survey course for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31

The course uses the Unique Learning Systems online curriculum and allows students to use evidence from experiments, research, and observations, to evaluate and develop claims backed by evidence and reasoning, and develop models to investigate the natural world. This course is not eligible for UC or NCAA approval but meets the biological science graduation requirements for the California Alternative Pathway Diploma.

ULSPHYSC**Physics of the Universe Dynamic (Grade 9-12)****10 credits**

Physics of the Universe Dynamic is a survey course for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31.

Physics of the Universe Dynamic, a course based on the Next Generation Science Standards, uses the Unique Learning Systems online curriculum and explores how physical processes govern the universe. Physics is the study of matter, forces, and their interactions. By using evidence from experiments, research, and observations, students will learn how to investigate the natural world. This course is not eligible for UC or NCAA approval but meets the physical science graduation requirements for the California Alternative Pathway Diploma.

Career Technical Education**ULSDYTR1****Dynamic Transition 1 (Grade 9)****10 credits**

Dynamic Transition 1, is a course for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31.

Dynamic Transitions 1 covers Units 1: Career Awareness/Exploration Activities: Provide opportunities to engage in activities that increase knowledge of career options and enhance informed decision-making (e.g., career fairs, tours, job shadowing, and use of technology to explore choices); and Unit 2: Post-Secondary Education Planning: Instruction/counseling/guidance that supports career decision making. This includes using student interests, abilities, and goals to develop a course of study, which culminates in an individualized education/career plan.

It also incorporates the Five Guideposts for Success from The Guideposts for Success: What All Youth Need to Successfully Transition into Adulthood from the Office of Disability Employment Policy (ODEP): School-Based Preparatory Experiences, Career Preparation and Work-Based Learning Experiences, Youth Development and Leadership, Connecting Activities, and Family Involvement and Supports. Students will engage with the content as they increase their ability to live as independent, contributing members of society. This course is designed to meet the California School Dashboard College/Career Indicator (CCI). This course is not eligible for UC or NCAA approval but meets the elective graduation requirements for the California Alternative Pathway Diploma.

ULSDYTR2

Dynamic Transition 2 (Grade 10)

10 credits

Dynamic Transition 2, is a course for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31.

Dynamic Transitions 2 covers Unit 3: Career Preparation/Job Search: job readiness–basic job skills (soft skills, 21st Century Skills, SCANS skills). Seeking and obtaining CIE, developing applications, interviewing, creating and updating resumes, maintaining a portfolio, using labor market information, and utilizing social media responsibly to search and apply for employment opportunities; and Unit 4: Career/Vocational Assessments: Formal and/or informal career assessment which help students identify post-school career interests, abilities, and goals.

It also incorporates the Five Guideposts for Success from The Guideposts for Success: What All Youth Need to Successfully Transition into Adulthood from the Office of Disability Employment Policy (ODEP): School-Based Preparatory Experiences, Career Preparation and Work-Based Learning Experiences, Youth Development and Leadership, Connecting Activities, and Family Involvement and Supports. Students will engage with the content as they increase their ability to live as independent, contributing members of society. This course is designed to meet the California School Dashboard College/Career Indicator (CCI). This course is not eligible for UC or NCAA approval but meets the elective graduation requirements for the California Alternative Pathway Diploma.

ULSDYTR3**Dynamic Transition 3 (Grade 11)****10 credits**

Dynamic Transition 3, is a course for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31.

Dynamic Transitions 3 covers Unit 5: Curriculum Integration of Work-Readiness Skills/Contextual Learning: Career curriculum integration: Common core college/career readiness instruction integrated with career development and work-readiness, including soft skills; and Unit 6: Destination/Transportation Training: Training to use transportation resources, and support student independence (including use of public transportation and/or obtaining driver's license).

It also incorporates the Five Guideposts for Success from The Guideposts for Success: What All Youth Need to Successfully Transition into Adulthood from the Office of Disability Employment Policy (ODEP): School-Based Preparatory Experiences, Career Preparation and Work-Based Learning Experiences, Youth Development and Leadership, Connecting Activities, and Family Involvement and Supports. Students will engage with the content as they increase their ability to live as independent, contributing members of society. This course is designed to meet the California School Dashboard College/Career Indicator (CCI). This course is not eligible for UC or NCAA approval but meets the elective graduation requirements for the California Alternative Pathway Diploma.

ULSDYTR4**Dynamic Transition 4 (Grade 12)****10 credits**

Dynamic Transition 4, is a course for students with significant cognitive disabilities who are anticipated to earn a high school diploma through the alternative pathway in accordance with California Education Code 51225.31.

Dynamic Transitions 4 covers Unit 7: Life Skills/Independent Living: Training in the use of community resources, domestic skills, money management, finding and maintaining housing, and identification of post-school support. May include benefits planning; and Unit 8: Family Participation & Support of Transition: Involve, and train parents/family and supportive adults to support and mentor youth as they transition. Includes knowledge of disabilities, accommodations, rights, and access to programs and services.

It also incorporates the Five Guideposts for Success from The Guideposts for Success: What All Youth Need to Successfully Transition into Adulthood from the Office of Disability Employment Policy (ODEP): School-Based Preparatory Experiences, Career Preparation and Work-Based Learning Experiences, Youth Development and Leadership, Connecting Activities, and Family Involvement and Supports. Students will engage with the content as they increase their ability to live as independent, contributing members of society. This course is designed to meet the California School Dashboard College/Career Indicator (CCI). This course is not eligible for UC or NCAA approval but meets the elective graduation requirements for the California Alternative Pathway Diploma.

Besides the courses listed above, students in the Alternative Pathways Diploma will take two (2) years of Physical Education in the ninth and tenth grades and one regular Visual and Performing Arts Course.

RECOMMENDATION:

To approve the Unique Learning Systems curriculum and courses which meet the requirements of C.F.R 51225.35 for the California Alternative Pathway Diploma. The Unique Learning Curriculum was approved by the District Curriculum Council on December 5, 2023, and all listed courses were approved by their respective committees and by the District Curriculum Council at the March 4, 2024 meeting for the 2023-2024 school year.

SUBMITTED/REVIEWED BY: Ed D'Souza, Ph.D./Patricia Chavez, Ed.D.



**Board of Education Agenda
March 06, 2024**

APPROVE AN OVERNIGHT TRIP TO THE UNIVERSITY OF CALIFORNIA AND CALIFORNIA STATE UNIVERSITY CAMPUS TOURS - RIALTO HIGH SCHOOL

BACKGROUND:

This excursion has been organized to offer our students valuable insights from admissions counselors, acquaint them with the university culture and campus life, and provide them with the opportunity to connect with current college students who will act as mentors. The students will visit the following universities during the trip: UC Santa Barbara, CSU Monterey Bay, UC Santa Cruz, UC Berkeley, Sonoma State, UC Davis, University of the Pacific, and Fresno State. District charter buses will be used for transportation.

REASONING:

The purpose of this program is to familiarize high school juniors who are considering attending college with different colleges and universities throughout the state. The event will provide valuable information from admissions counselors, as well as an opportunity to gain insight into university culture and campus life. Additionally, attendees will have the chance to interact with current college students who will serve as mentors.

RECOMMENDATION:

Approve twenty-eight (28) students (2 male and 26 female students) and three (3) chaperones (1 male and 2 female) from Rialto High School to participate in the university campus tours, effective March 20, 2024 through March 23, 2024, at a cost not-to-exceed \$35,000.00, and to be paid from the General Fund (Title I).

SUBMITTED/REVIEWED BY: Caroline Sweeney, Ed.D./Patricia Chavez, Ed.D.



**Board of Education Agenda
March 06, 2024**

APPROVE AN OVERNIGHT TRIP TO CALIFORNIA ASSOCIATION OF DIRECTORS OF ACTIVITIES 2024 SUMMER LEADERSHIP CAMP - RIALTO HIGH SCHOOL

BACKGROUND:

The California Association of Directors of Activities (CADA) Summer Leadership Camps have been training California student leaders since 1984. The Summer Leadership camp will teach our Associated Student Body student leaders the skills through whole-group sessions and smaller workshop-style sessions, campers will develop effective leadership skills and gain valuable ideas to implement onto Rialto High School. They will develop personal interpersonal skills, and ensure future success in high, college, and the workforce. The camp is staffed by professional and credentialed educators. The Summer Leadership Camp will be hosted at the University of California, Santa Barbara. Students will get a taste of the college experience as they spend their nights in the residence halls at UC Santa Barbara. Students will be assigned two or three to a room.

REASONING:

The CADA Summer Leadership camp will offer our Associated Student Body student leaders the skills necessary to help promote a positive school culture and climate and serve, involve, and connect with our students. This is reflected in our Site Strategic Plan to enhance the school climate and school spirit. And this program aligns with our Student Plan for Student Achievement (SPSA) Goal 1 is to give students access to activities and events that will broaden their understanding of the leadership content. In activity 2a, students will be provided with supplemental instructional materials, programs, and experiences to gain access to the common core. Activity 2b, Students will be given access to educational study trips to show the relevance of the material they are learning.

RECOMMENDATION:

Approve the California Association of Directors of Activities (CADA) Summer Leadership Camp in Santa Barbara, California to provide 4 days of leadership skills to twenty (20) students (16 female and 4 male) of our Associated Student Body leaders and three (3) advisors (2 female and 1 male), effective July 12, 2024 through July 15, 2024, at a cost not-to-exceed \$18,150.00, and to be paid from the General Fund (Title I).

SUBMITTED/REVIEWED BY: Caroline Sweeney, Ed.D./Patricia Chavez, Ed.D.



**Board of Education Agenda
March 6, 2024**

DONATIONS

Monetary Donation(s)

Location: Rialto High School
Donor: The Blackbaud Giving Fund
Purpose: Supplies
Amount: \$150.00

Non-Monetary Donation(s)

Location: Fiscal Services
Donor: Amazon
Items: 29 pallets of various items

Location: Hughbanks Elementary School
Donor: Shiman Kumar and Vishwa Gosai
Items: Spelling Bee medals valued at \$110.00

Location: Education Services/Elementary
Donor: Elizabeth DuVall
Items: Previously owned clarinet valued at \$140.00

RECOMMENDATION:

Accept the donation(s) and send a letter of appreciation to the donor(s): The Blackbaud Giving Fund; Amazon; Shiman Kumar and Vishwa Gosai; and Elizabeth DuVall.

Monetary Donations - March 6, 2024	\$ 150.00
Donations - Fiscal Year-to-Date	\$ 39,394.55

SUBMITTED/REVIEWED BY: Diane Romo



**Board of Education Agenda
March 06, 2024**

SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS

Quantity	Description	Quantity	Description
32	CPU	53	Laptop
7	Projector	1	Cart, IPad
37	Tablet, IPad	8	File cabinet
650	Chromebook	2	Printer
4	Cart, Laptop	1	Document Camera
5	Monitor	6	Elmo Projector
75	Bookcase - Preston E.S.	29	Office chair – Preston E.S.
823	Student Chair - Preston E.S.	38	Tables – Preston E.S
186	Table - Preston E.S.	20	Table, Conference - Milor
30	Student stool - Preston E.S.	55	Chair office. Milor
396	Student Desk - Preston E.S.	1	Library shelving - Kucera
1	Scrubber	13	Stationary chairs
8	Rolling Chairs	3	Box / Chargers
17	Storage Unit - Preston E.S.	26	Teacher Desk - Preston E.S.
2	Cabinet		

REASONING:

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/REVIEWED BY: Ricardo G. Salazar/Diane Romo



**Board of Education Agenda
March 06, 2024**

AUTHORIZATION FOR THE PURCHASE WARRANTY, PLANNING, DESIGN, DEMOLITION, REMOVAL, SITE PREPARATION, INSTALLATION, MAINTENANCE AND REPAIR OF PLAYGROUND EQUIPMENT AND OUTDOOR FITNESS EQUIPMENT FROM MIRACLE RECREATION EQUIPMENT COMPANY UTILIZING CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NUMBER 4-22-06-1021

BACKGROUND:

The purpose of this agenda item is to seek Board approval to utilize the CMAS contract awarded to Miracle Recreation Equipment Company. The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 20118 and 10298. District staff have reviewed contracts available for use by the District through CMAS, National Association of State Procurement Officials (NASPO) and awarded public contracts from other Public Agencies and determined that the contract prices offered by Miracle Recreation Equipment Company under CMAS Agreement No. 4-22-06-1021 to be fair, reasonable, and competitive. The CMAS contract expires on February 17, 2025.

REASONING:

The CMAS agreement with Miracle Recreation Equipment Company will allow the District to acquire playground equipment and materials essential for the maintenance, repair, and replacement of components within playground structures throughout the District. CMAS contracts ensure that only financially strong, responsive vendors, specifically trained and approved by the manufacturer will be allowed to sell and install the materials purchased through the CMAS contract.

The CMAS contracts are utilized statewide by both California state and local government agencies under delegated authority from the Department of General Services, Procurement Division, in accordance with Public Contract Code (PCC) Sections 10290, et. seq., and Section 12101.5. There is no administration fee as all costs are assessed to the supplier.

RECOMMENDATION:

Authorize the use of California Multiple Award Schedule (CMAS) 4-22-06-1021 from Miracle Recreation Equipment Company to purchase various goods and services at a price to be determined at the time of purchase using various funds.

SUBMITTED/REVIEWED BY: Ricardo G. Salazar/Diane Romo



**Board of Education Agenda
March 06, 2024**

APPROVE A RENEWAL AGREEMENT WITH 365 EVENTS

BACKGROUND:

365 Events established in 1909 is a historic venue located in Downtown Riverside. The venue provides school event space for formal occasions. The Career Technical Education (CTE) service area is striving to encourage a stronger sense of community and inclusion that benefits all students participating in a Career Technical Education pathway. Career Technical Education is hosting a CTE Gala for participating students on Saturday, April 13, 2024.

REASONING:

As described in the Career Technical Education Incentive Grant student feedback, students feel that one factor that impacts student recruitment and retention is a lack of community in CTE. This event is aimed at developing a sense of belonging in a schoolwide CTE community. One hundred percent of the students that attended the 2023 event reported an increase in their sense of CTE community. The CTE program will invest in activities and events that promote the development of a districtwide culture where all CTE students are included and celebrated in their efforts to achieve passing grades in all of their classes so they can have access to and successfully achieve CTE "completor" status.

RECOMMENDATION:

To provide an event space for the CTE Gala 2024, effective April 1, 2024 through June 30, 2024, at a cost not-to-exceed \$16,000.00, and to be paid from the General Fund (Career Technical Education Incentive Grant).

SUBMITTED/REVIEWED BY: Juanita Chan-Roden/Patricia Chavez, Ed.D.



**Board of Education Agenda
March 06, 2024**

SIGNATURE AUTHORIZATION FOR STATE/COUNTY DOCUMENTS

BACKGROUND:

It is necessary to have Board approval of District individuals authorized to sign State/County documents and/or to approve San Bernardino County Superintendent of School documents.

REASONING:

To comply with Education Code Sections 35161, 35250, and 72600.

RECOMMENDATION:

Approve the signature authorization of Janet Lozano., Acting Agent: Purchasing Services, to sign Purchase Orders and Contracts with a monetary limitation of \$14,999.00, effective March 7, 2024, until revoked.

SUBMITTED/REVIEWED BY: Nicole Albiso/Diane Romo



**Board of Education Agenda
March 06, 2024**

APPROVE AN AGREEMENT WITH AIRX UTILITY SURVEYORS INC.

BACKGROUND:

The Kitchen Modernization Project at Boyd, Henry, Morgan, and Preston Elementary Schools requires site utility records that accurately locate and map the existing underground utilities at these four (4) school sites.

REASONING:

District staff requested a proposal from AirX, Inc., to perform the necessary scope of work to provide site utility records of underground utilities to assist with the Kitchen Modernization Project.

RECOMMENDATION:

Approve an agreement with AirX Utility Surveyors, Inc., to provide underground utilities locating and mapping services for the Kitchen Modernization Projects at Boyd, Henry, Morgan, and Preston Elementary Schools, effective March 7, 2024, through December 31, 2024, at a cost not-to-exceed \$37,156.00, and to be paid from Fund 40 - Special Reserve for Capital Outlay.

SUBMITTED/REVIEWED BY: Angie Lopez/Diane Romo



**Board of Education Agenda
March 06, 2024**

APPROVE AN AGREEMENT WITH NORTH AMERICAN TECHNICAL SERVICES (NATS) FOR IN-PLANT INSPECTION SERVICES FOR THE INTERNATIONAL HEALING GARDEN MODULAR CLASSROOM BUILDINGS

BACKGROUND:

As a requirement of the Division of State Architect (DSA), an In-Plant Inspector of Record must be contracted directly with the school district to provide in-plant inspection services and oversee the fabrication of the modular classroom buildings. The in-plant inspector must verify that the plans, specifications, and modular building fabrication are in compliance with the DSA approved plans, requirements, and standards for Structural Safety, Fire/Life Safety, and Access Compliance.

REASONING:

The School District is in need of a Division of State Architect (DSA) In-Plant Inspector for the International Healing Garden Modular Classroom Buildings being fabricated by American Modular Systems, which is located in Manteca, California. Staff requested a proposal from North American Technical Services (NATS), which provides services to the local area and has experience working with NATS and surrounding school districts.

RECOMMENDATION:

Approve an agreement with North American Technical Services (NATS) for In-Plant Inspection services for the International Healing Garden Modular Classroom Buildings, effective March 7, 2024, through June 30, 2024, at a cost not-to-exceed \$9,200.00, and to be paid from Fund 40 - Special Reserve for Capital Outlay.

SUBMITTED/REVIEWED BY: Angie Lopez/Diane Romo



**Board of Education Agenda
March 06, 2024**

APPROVE AN AGREEMENT WITH PF VISION INC., TO PROVIDE DIVISION OF STATE ARCHITECT (DSA) INSPECTION SERVICES FOR THE PLAYGROUND EQUIPMENT AND ARTIFICIAL TURF INSTALLATION PROJECT PHASE I

BACKGROUND:

The Division of State Architect (DSA) requires an Inspector of Record (IOR) for school construction projects to provide DSA inspection services during construction. The IOR will verify that the construction is in compliance with the DSA construction plans and specifications for Structural, Fire/Life Safety, and Access Compliance.

REASONING:

The DSA Inspector of Record is necessary to review the plans/specifications and to oversee the construction/installation of the Playground Equipment and Artificial Turf Project Phase I at Bemis Elementary School, Dollahan Elementary School, Dunn Elementary School, Hugbanks Elementary School, Myers Elementary School and Trapp Elementary School for compliance with DSA.

A proposal for IOR services was requested from PF Vision, Inc. who has provided DSA inspection services for multiple District projects over the past several years.

RECOMMENDATION:

Approve an agreement with PF Vision Inc. to provide Division of State Architect (DSA) inspection services for the Playground Equipment and Artificial Turf Installation Project Phase I, effective March 7, 2024, through December 31, 2024, at a cost not-to-exceed \$30,000.00 and to be paid from the General Fund

SUBMITTED/REVIEWED BY: Angie Lopez/Diane Romo



**Board of Education Agenda
March 06, 2024**

APPROVE AN AGREEMENT WITH PF VISION INC., TO PROVIDE DIVISION OF STATE ARCHITECT (DSA) INSPECTION SERVICES FOR THE ZUPANIC VIRTUAL ACADEMY PROJECT

BACKGROUND:

The Division of State Architect (DSA) requires an Inspector of Record (IOR) for school construction projects to provide DSA inspection services during construction. The IOR will verify that the construction is in compliance with the DSA construction plans and specifications for Structural, Fire/Life Safety, and Access Compliance.

REASONING:

The DSA Inspector of Record is necessary to review the plans/specifications and to oversee the construction of the Zupanic Virtual Academy Project for compliance with DSA.

A proposal for IOR services was requested from PF Vision, Inc. who has provided DSA inspection services for multiple District projects over the past several years.

RECOMMENDATION:

Approve an agreement with PF Vision Inc. to provide Division of State Architect (DSA) inspection services for the Zupanic Virtual Academy Project effective March 7, 2024, through December 31, 2024, at a cost not-to-exceed \$40,000.00 and to be paid from Fund 25 – Capital Facilities Fund.

SUBMITTED/REVIEWED BY: Angie Lopez/Diane Romo



**Board of Education Agenda
March 6, 2024**

CLASSIFIED EXEMPT – PERSONNEL REPORT NO. 1314

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

CROSSING GUARD

King, Jonae	Werner Elementary	02/26/2024	\$16.00 per hour
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WORKABILITY

Aragon, Julio	Walmart	02/14/2024	\$13.60 per hour
Blakley, Deaveon	Walgreens	02/21/2024	\$13.60 per hour
Castro, Camila	Old Navy	02/26/2024	\$13.60 per hour
Duarte, Sara	Rainbow Shops	02/14/2024	\$13.60 per hour
Marin Cervantes, Miguel	Walmart	02/26/2024	\$13.60 per hour
Medina, Jessie	Walmart	02/26/2024	\$13.60 per hour
Mendez, Jovany	Walmart	02/14/2024	\$13.60 per hour
Merino, Alexis	Walgreens	02/26/2024	\$13.60 per hour
Rangel, Marcos	Walgreens	02/21/2024	\$13.60 per hour

SUBMITTED/REVIEWED BY: Roxanne Dominguez, Rhonda Kramer, and Armando Urteaga



**Board of Education Agenda
March 6, 2024**

CLASSIFIED EMPLOYEES – PERSONNEL REPORT NO. 1314

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

PROMOTIONS

Reyes, Yazmin (Repl. D. Enriquez)	To:	Clerk Typist II Boyd Elementary School	03/11/2024	31-1	\$23.24 per hour (8 hours, 237 days)
	From:	Health Aide Kordyak Elementary School		25-2	\$21.02 per hour (6 hours, 203 days)

EMPLOYMENT

Flores Jr., Jesse	Safety Intervention Officer I District Safety and Support Services	02/16/2024	36-1	\$26.35 per hour (8 hours, 212 days)
Fragoso, Darely	Instructional Assistant II-SE (RSP/SDC) Jehue Middle School	02/20/2024	26-1	\$20.50 per hour (7 hours, 203 days)
Gomez, Julie (Repl. J. Erickson)	Instructional Assistant II-SE (RSP/SDC) Kolb Middle School	02/20/2024	26-1	\$20.50 per hour (7 hours, 203 days)
Hensley, Angelina	Instructional Assistant III- Behavior Support Kordyak Elementary School	02/21/2024	29-1	\$22.11 per hour (6 hours, 203 days)
Huinquez, Joel	Behavioral Support Assistant Special Services/Casey Elementary School	02/21/2024	31-1	\$23.24 per hour (7 hours, 203 days)
Kaye, Rachelle	Instructional Assistant II-SE (RSP/SDC) Carter High School	02/21/2024	26-1	\$20.50 per hour (7 hours, 203 days)
Lopez, Christian	Instructional Assistant III- Behavior Support Rialto High School	02/23/2024	29-1	\$22.11 per hour (7 hours, 203 days)
Martin, Nakisha	Instructional Assistant III- Behavior Support Morgan Elementary School	02/27/2024	29-1	\$22.11 per hour (6 hours, 203 days)

EMPLOYMENT (Continued)

Medina, Breanna	Instructional Assistant III- Behavior Support Carter High School	02/21/2024	29-1	\$22.11 per hour (8 hours, 203 days)
Molina, Breeana (Repl. M. Campos)	Categorical Project Clerk Preston Elementary School	03/01/2024	32-1	\$23.84 per hour (6 hours, 227 days)
Morales, Raymond	Licensed Vocational Nurse Health Services	03/04/2024	40-1	\$29.12 per hour (7 hours, 203 days)
Reese, Jasmine	Licensed Vocational Nurse Health Services	02/20/2024	40-1	\$29.12 per hour (7 hours, 203 days)
Sanchez, Edwin (Repl. C Velasquez)	Nutrition Service Worker I Carter High School	02/20/2024	20-1	\$17.61 per hour (3.5 hrs., 203 days)
Terrill, Kimberlee	Behavioral Support Assistant Special Services/Fitzgerald Elementary School	02/23/2024	31-1	\$23.24 per hour (7 hours, 203 days)
Vazquez Ramirez, Alanis	Behavioral Support Assistant Special Services/Werner Elementary School	02/20/2024	31-1	\$23.24 per hour (7 hours, 203 days)
Wilson Jr., Del	Safety Intervention Officer I District Safety and Support Services	02/16/2024	36-1	\$26.35 per hour (8 hours, 212 days)

RESIGNATIONS

Acosta, Michael	Custodian I Dollahan/Dunn Elementary Schools	03/04/2024		
Alvarado, Maria	Instructional Assistant II-SE (RSP/SDC) Jehue Middle School	02/16/2024		
Lopez, Wendy	Instructional Assistant I Morgan Elementary School	02/19/2024		
Scott, Mistic	Behavioral Support Assistant Special Services/Bemis Elementary School	02/29/2024		

PLACE ON THE 39-MONTH REEMPLOYMENT LIST

Messmer, Kathy Instructional Assistant III-
Behavioral Support 02/29/2024
Henry Elementary School

SUBSTITUTES

Andrade, Brenda	Health Aide	02/09/2024	\$18.34 per hour
Cortez, Selena	Health Aide	02/23/2024	\$18.34 per hour
Leon, Melissa	Bus Driver	02/26/2024	\$22.99 per hour
Robles, Ricardo	Clerk Typist I	02/13/2024	\$20.28 per hour

SHORT TERM ASSIGNMENT

Clerical Support Curtis Elementary School 03/07/2024- \$20.28 per hour
(not to exceed 50 hours) 05/31/2024

Behavioral Support Kelley Elementary School 03/07/2024- \$21.32 per hour
Assistant (not to exceed 600 hours) 05/31/2024

VOLUNTARY CHANGE OF CLASSIFICATION AND DECREASE IN WORK YEAR

Berrelleza, Ana (Repl. R. Robles)	To: Attendance/Records Clerk	03/04/2024	31-3	\$25.66 per hour (8 hours, 217 days)
	From: Clerk Typist II			
	Hughbanks Elementary School		31-3	\$25.66 per hour (8 hours, 237 days)

TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEE

Employee #2152634 Attendance/Records Clerk 02/02/2024

CERTIFICATION OF ELIGIBILITY LIST – Lead Grounds Maintenance Worker

Eligible: 02/17/2024

Expires: 08/17/2024

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

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

SUBMITTED/REVIEWED BY: Roxanne Dominguez, Rhonda Kramer, and Armando Urteaga



**Board of Education Agenda
March 6, 2024**

CERTIFICATED EMPLOYEES – PERSONNEL REPORT NO. 1314

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 March 7, 2024, unless earlier date is indicated)

Alvarado, Maria	02/19/2024
Ferreira, Loyda	02/16/2024
Horton, Talisa	02/28/2024
Hunter, Ian	02/27/2024
Mendoza, Brianna	02/27/2024
Torres, Belynda	02/20/2024
Trang, Jason	02/28/2024

EMPLOYMENT

Segura-Tinoco, Edward	Special Education Teacher Rialto Middle School	02/27/2024	III-1	\$73,068.00 (184 days)
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RESIGNATIONS

Palmer Perera, Tamilla	CTE Teacher Rialto High School	02/27/2024
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RETIREMENT

Barnack, David	Special Education Teacher Morgan Elementary School	05/31/2024
Kleinberg, Shannon	Elementary Teacher Garcia Elementary School	01/21/2024
Yanez-Ward, Sylvia	Reading Specialist Boyd Elementary School	05/31/2024

SUPPLEMENTAL SERVICES (Ratify retired teacher to provide intervention during and after the school day, in the areas of math and reading, to students at Garcia Elementary School, from February 1, 2024 through May 23, 2024, at an hourly rate of \$54.93, not to exceed a total of 225 hours, to be charged to Title I Funds)

Singer, Jeanine

EXTRA DUTY COMPENSATION (Ratify Boyd Elementary School teachers to provide assistance to parents during Math Night on February 21, 2024, at the hourly rate of \$54.93, not to exceed 34 hours, to be charged to Title I Funds)

Acevedo, Jazmin
Hammar, Vera
Moore, Clydean
Ramirez, Adriana
Reyes Ybanez, Isabela

Agosto, Jacqueline
Mena, Rebecca
Nava, Alma
Torres, Mackenzie

Carrillo, Teresa
Monge, Ashley
Quintana, Michelle
Walters, Sharon

EXTRA DUTY COMPENSATION (Ratify Jehue Middle School certificated staff to monitor and develop Tier III student behavior support plans, from February 1, 2024 through May 31, 2024, at an hourly rate of \$54.93, not to exceed 30 hours, to be charged to Title I Funds)

Logan, Sarah
Smith, Yolanda

Kellmer, Michaeline

Robinson, Teresa

SUBMITTED/REVIEWED BY: Roxanne Dominguez, Rhonda Kramer, and Armando Urteaga



**Board of Education Agenda
March 6, 2024**

**RESOLUTION NO. 23-24-48
PROVISIONAL INTERNSHIP PERMIT
RESOLUTION OF THE BOARD OF EDUCATION
2023-2024**

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

<u>NAME</u>	<u>SITE</u>	<u>CREDENTIAL</u>	<u>ASSIGNMENT</u>
Segura-Tinoco, Edward	Rialto M.S.	Provisional Internship Permit – MMSN	RSP
Trejo, Brenda	Kolb M.S.	Provisional Internship Permit – Multiple Subject	Grade 6

I, Cuauhtémoc Avila, Ed.D., Superintendent of Rialto Unified School District of San Bernardino County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the District’s Board of Education at a duly scheduled meeting thereof.

Dated: March 6, 2024

Cuauhtémoc Avila, Ed.D.
Superintendent

MINUTES

RIALTO UNIFIED SCHOOL DISTRICT

February 21, 2024

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

Board Members

Present:

**Joseph W. Martinez, President
Edgar Montes, Vice President (Arrived at 6:57 p.m.)
Evelyn P. Dominguez, Clerk
Stephanie E. Lewis, Member
Keiyne Galazo, Student Board Member**

Board Members

Absent:

Nancy G. O'Kelley, Member

Administrators

Present:

**Cuauhtémoc Avila, Ed.D., Superintendent
Rhea McIver Gibbs, Ed.D., Lead Strategic Agent
Patricia Chavez, Lead Innovation Agent
Diane Romo, Lead Business Services Agent
Armando Urteaga, Lead Personnel Agent
Martha Degortari, Executive Administrative Agent and
Interpreter/Translator Jose Reyes**

A. OPENING

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

The meeting was called to order at 6:00 p.m.

A.2 OPEN SESSION

A.3 CLOSED SESSION

Moved By Member Lewis

Seconded By Clerk Dominguez

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

- **PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE/ REASSIGNMENT OF EMPLOYEES (GOVERNMENT CODE SECTION 54957)**

- **STUDENT EXPULSIONS/REINSTATEMENTS/EXPULSION ENROLLMENTS**

- **CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent; Lead Personnel Agents: Rhonda Kramer, Roxanne Dominguez, and Armando Urteaga, Personnel Services.

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

- **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**

- **PUBLIC EMPLOYEE COMPLAINT UNDER GOVERNMENT CODE SECTION 54957(b)(1)**

- **REVIEW LIABILITY CLAIM NO. 23-24-10**

- **REVIEW LIABILITY CLAIM NO. 23-24-11**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

CIVSB2224136 v. Rialto Unified School District Claim No. 21-22-04

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.

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

Time: 6:04 p.m.

Majority Vote

A.4 ADJOURNMENT OF CLOSED SESSION

Moved By Member Lewis

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members to adjourn Closed Session:

Time: 7:03 p.m.

Majority Vote

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

Open session reconvened at 7:03 p.m.

A.6 PLEDGE OF ALLEGIANCE

Jehue Middle School sixth-grade student Jace Oden, led the pledge of allegiance.

A.7 PRESENTATION BY JEHUE MIDDLE SCHOOL

In honor of Black History Month, Jehue Middle School Jaguars sang "Lift Every Voice and Sing", led by BSU Advisor, Mrs. Sandra Arnold, and Volunteer Choir Director, Dr. Jackie Peters, followed by sixth-grade student, Jace Oden who shared a short abstract of one of America's African American Unsung Heroes, James Weldon Johnson.

A.8 REPORT OUT OF CLOSED SESSION

Moved By Member Lewis

Seconded By Clerk Dominguez

The Board of Education took action to approve an agreement settling Claim CIVSB2224136 in exchange for a release of all claims.

Member O'Kelley was absent and Vice President Montes was not present during this vote. Vote by Board Members:

Majority Vote

A.9 ADOPTION OF AGENDA

Moved By Member Lewis

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members to adopt the agenda with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

B. PRESENTATIONS

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

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

Andrew Real, Frisbie Middle School

Natalie Gonzalez, Jehue Middle School

Zaria Hope, Kucera Middle School

Anakaren Martinez, Kolb Middle School

B.2 KEY TO THE DISTRICT

Presentation of Key to the District by Board Clerk, Evelyn P. Dominguez to Mariana Gayton, Jehue Middle School Teacher

Board Clerk, Evelyn P. Dominguez presented her Key to the District to Mariana Gayton, Jehue Middle School Teacher.

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.

Michael Montano, Rialto Education Association (REA) Vice President, gave a shout-out to those who were involved in getting the chairs replaced for the students as requested at the last Board Meeting. He mentioned that students were very grateful. He also commented that teachers have voiced concerns about a middle school administrator who is violating the Education Code and BP 1313 by undermining teachers. He gave an example of a recent incident. He also spoke of a comment recently made by the administration to teachers, blaming them for the school now being one of the worst in the County. He said teachers are getting ready to come speak before the Board requesting change.

Mary Phelps, Rialto High School Clerk Typist, thanked the Board, Personnel Services, other District staff, and her immediate supervisor for coming through and assisting her during a life-or-death personal situation she recently went through. She was extremely grateful and also thanked her co-workers for their support during this tough time. She shared how happy she is to work in an environment where you know you can count on those you work with. She has worked for the District for 15 years and thanked the incredible staff in this District.

Celia Saravia, Representative of Amigos Unidos, a support group for parents with special needs students, thanked Dr. Avila, Dr. Gibbs, and the Board for the literacy classes provided to parents. She commented on the wonderful benefit of these classes to support students. She spoke of how much she has enjoyed module four (4) and how interesting it is to look at literacy in different ways and to learn how to build children's strength to help them learn.

Mrs. Saravia also invited parents to take advantage of the tutoring services to help their children advance in being successful in school. She also congratulated the African American community for Black History Month and thanked Nutrition Services for the recent Black History event they hosted. She also thanked Dr. Scott for all the work she has done in Special Services in such little time.

Mirna Ruiz, a Community Member, gave a shout-out to the PTA for their support and hours of work put in to open the Parent Center at Simpson Elementary School. She also congratulated Mrs. Gayton for receiving the Key to the District and thanked Clerk Dominguez for giving her this recognition. She thanked Nutrition Services for the wonderful Black History celebration.

Ms. Ruiz also thanked Dr. Chavez, Norberto Perez, Dr. Scott, and the Special Services team for all the great work they are doing. She commented that District needs to provide support to teachers and mentioned a case where a non-verbal student was placed on a choir elective. She questioned how this made any sense and requested the District look into this right away.

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 ASSOCIATION EXECUTIVE BOARD MEMBERS

- Rialto Education Association (REA)
- California School Employees Association (CSEA)
- Communications Workers of America (CWA)
- Rialto School Managers Association (RSMA)

Tobin Brinker, Rialto Education Association (REA) President, thanked Clerk Dominguez for giving her Key to the District to Mrs. Gayton. He spoke of how deserving she is of this recognition and shared some of the great things she is doing to support students in the DLI program.

Mr. Brinker also spoke of the generosity of teachers when buying snacks or materials for their students without expecting reimbursement. He shared how sometimes it's a need to work through a process and gave an example of a donation of trees he was able to secure a while back after applying for a grant on his own. He explained that this is not always looked at in a positive way by administration and some respond negatively to these donations secured by teachers. He requested that this be looked into. He also questioned what the District will be doing with the recent \$5 million donation by a developer, and whether that information would be shared during an open forum.

Chris Cordasco, California School Employees Association (CSEA) President, President, reported that he hopes the Board received the Classification and Compensation Study which has now been completed and all job descriptions have been agreed on. He commented that in the negotiating process District members are being asked to give up on some things. These requests have stirred up some negative emotions by members, and wanted the Board to be aware of that. He also thanked Clerk Dominguez for giving her Key to the District to a staff member.

Heather Estruich, Communications Workers of America (CWA) Chief Stuart, shared that they have submitted their proposal for the 2024-2025 school year, and they are looking forward to negotiations.

Mario Carranza, Rialto School Management Association (RSMA) President, and Principal of Dunn Elementary School, thanked those that were able to attend their Winter Social and shared they are looking forward to their upcoming Spring Social. He also shared that information will be going out regarding RSMA student scholarships.

C.4 COMMENTS FROM STUDENT BOARD MEMBER

C.5 COMMENTS FROM THE SUPERINTENDENT

C.6 COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION

D. PUBLIC HEARING

D.1 PUBLIC INFORMATION

D.1.1 SECOND QUARTER WILLIAMS REPORT (OCTOBER - DECEMBER) FISCAL YEAR 2023-24

D.1.2 SECOND QUARTER – 2023/2024 – WILLIAMS UNIFORM COMPLAINT REPORT

D.2 OPEN PUBLIC HEARING

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

None.

Moved By Vice President Montes

Seconded By Clerk Dominguez

LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) MIDYEAR REPORT

Member O'Kelley was absent. Vote by Board Members to open Public Hearing with preferential vote by Student Board Member, Keiyne Galazo:

Time: 8:23 p.m.

Majority Vote

**D.2.1 LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)
MIDYEAR REPORT**

D.3 CLOSE PUBLIC HEARING

Moved By Clerk Dominguez

Seconded By Member Lewis

**LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) MIDYEAR
REPORT**

Member O'Kelley was absent. Vote by Board Members to close Public Hearing with preferential vote by Student Board Member, Keiyne Galazo:

Time: 8:24 p.m.

Majority Vote

D.4 OPEN PUBLIC HEARING

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

None.

Moved By Vice President Montes

Seconded By Clerk Dominguez

RIALTO EDUCATION ASSOCIATION 2024-2025 PROPOSAL

Member O'Kelley was absent. Vote by Board Members to open Public Hearing with preferential vote by Student Board Member, Keiyne Galazo:

Time: 8:24 p.m.

Majority Vote

D.4.1 RIALTO EDUCATION ASSOCIATION 2024-2025 PROPOSAL

Pursuant to the requirements of Governmental Code and Board Policy, the initial 2024-2025 contract proposal submitted by the Rialto Education Association (REA), for an agreement between the Rialto Education Association (REA), and the Rialto Unified School District, Board of Education, is hereby posted in compliance with the legislative requirements for public notice.

D.5 CLOSE PUBLIC HEARING

Moved By Vice President Montes

Seconded By Clerk Dominguez

RIALTO EDUCATION ASSOCIATION 2024-2025 PROPOSAL

Member O'Kelley was absent. Vote by Board Members to close Public Hearing with preferential vote by Student Board Member, Keiyne Galazo:

Time: 8:25 p.m.

Majority Vote

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 Vice President Montes

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members to approve Consent Calendar Items with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

E.1 GENERAL FUNCTIONS CONSENT ITEMS

E.1.1 APPROVE THE SECOND READING OF REVISED BOARD POLICY 1312.3; UNIFORM COMPLAINT PROCEDURES

Moved By Vice President Montes

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.1.2 APPROVE THE FIRST READING OF REVISED BOARD POLICY 4140; BARGAINING UNITS

Moved By Vice President Montes

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.1.3 APPROVE THE FIRST READING OF REVISED BOARD POLICY 4240; BARGAINING UNITS

Moved By Vice President Montes

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.1.4 APPROVE THE FIRST READING OF REVISED BOARD POLICY 4340; BARGAINING UNITS

Moved By Vice President Montes

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.2 INSTRUCTION CONSENT ITEMS

E.2.1 APPROVE NEW COURSES OF STUDY FOR SECONDARY ELECTIVE COURSES

Moved By Vice President Montes

Seconded By Clerk Dominguez

Approve the Renaissance Leadership and the AVID Excel (pilot) courses for the 2024-2025 school year. These courses were approved by the District Curriculum Council at the December 5, 2023 and the February 6, 2024 meetings for the 2023-2024 school year.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.2.2 APPROVE AN OVERNIGHT TRIP TO HEALTH OCCUPATIONS STUDENT ASSOCIATION (HOSA)

Moved By Vice President Montes

Seconded By Clerk Dominguez

Approve up to twenty (20) Health Occupations students (19 female and 1 male) and up to three (3) chaperones (2 female and 1 male) to attend the overnight California HOSA State Leadership Conference in Anaheim, California, effective April 4, 2024 through April 6, 2024 at a cost not-to-exceed \$8,000.00, and to be paid from the General Fund (CTEIG and Perkins Grant).

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.2.3 APPROVE AN OVERNIGHT TRIP TO BOYS WRESTLING CIF STATE CHAMPIONSHIPS - RIALTO HIGH SCHOOL

Moved By Vice President Montes

Seconded By Clerk Dominguez

Approve two (2) male athletes and two (2) male chaperones to compete in the California Interscholastic Federation State Wrestling Championship at the Mechanics Bank Arena in Bakersfield, California, effective February 22, 2024, through February 24, 2024, at a cost not-to-exceed \$2,000.00, and to be paid from the ASB and General Fund.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

E.2.4 APPROVE AN OVERNIGHT COLLEGE TRIP FOR AVID STUDENTS - CARTER HIGH SCHOOL

Moved By Vice President Montes

Seconded By Clerk Dominguez

Approve fifty (50) junior students (30 female students and 20 male students) and five (5) chaperones (3 female and 2 male) of the Wilmer Amina Carter High School AVID program, to tour colleges in the Northern California area, effective March 18, 2024 through March 20, 2024 at a cost not-to-exceed \$25,000.00, and to be paid from the General Fund.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

E.2.5 APPROVE A RENEWAL AGREEMENT WITH EMERALD BAY OUTDOOR ACADEMY - MILOR HIGH SCHOOL

Moved By Vice President Montes

Seconded By Clerk Dominguez

Approve up to twenty (20) Hydro-Science students (10 male and 10 female) and up to three (3) chaperones (1 female and 2 male) to attend the Emerald Bay Outdoor Academy on Santa Catalina Island, California, effective April 29, 2024 through May 1, 2024, at a cost not-to-exceed \$7,000.00, and to be paid from the General Fund (CTEIG).

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.2.6 AMEND AN APPROVAL FOR AN OVERNIGHT TRIP TO JACKSON, CALIFORNIA - CARTER HIGH SCHOOL GIRLS SOFTBALL TOURNAMENT

Moved By Vice President Montes

Seconded By Clerk Dominguez

Approve sixteen (16) female students from the Softball team and four (4) chaperones (2 females and 2 males) to participate in the Jackson Lions Softball Classic at Argonaut High School in Jackson, California, effective March 6, 2024 through March 10, 2024, at a cost not-to-exceed \$4,000.00, and to be paid from the ASB Fund and the General Fund.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.3 BUSINESS AND FINANCIAL CONSENT ITEMS

E.3.1 APPROVE THE WARRANT LISTING AND PURCHASE ORDER LISTING

Moved By Vice President Montes

Seconded By Clerk Dominguez

All funds from January 17, 2024 through January 30, 2024, (Sent under separate cover to Board Members). A copy for public review will be available on the District's website.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.3.2 DONATIONS

Moved By Vice President Montes

Seconded By Clerk Dominguez

Accept the donation(s) and send a letter of appreciation to the donor(s): Frontstream and Kroger.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.3.3 SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS

Moved By Vice President Montes

Seconded By Clerk Dominguez

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.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.3.4 APPROVE THE PURCHASE OF LAPTOPS WITH CONVERGEONE, INC.

Moved By Vice President Montes

Seconded By Clerk Dominguez

Approve the purchase of 17 laptops for seniors as an incentive to complete the FAFSA application for the 2024-2025 school year, effective February 22, 2024 through June 30, 2024, at a cost not-to-exceed \$19,949.50 and to be paid from the General Fund.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.3.5 APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNIVERSITY OF CALIFORNIA, MERCED

Moved By Vice President Montes

Seconded By Clerk Dominguez

Provide a clear pathway for Rialto Unified School District juniors to be guaranteed admission to the University of California, Merced, effective February 22, 2024 through September 25, 2025, at no cost to the District.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

E.3.6 APPROVE DISTRICT AFRICAN AMERICAN ADVISORY COUNCIL MEMBERS TO ATTEND THE CAAASA 2024 PARENT EMPOWERMENT SUMMIT

Moved By Vice President Montes

Seconded By Clerk Dominguez

Approve ten (10) members of the Rialto Unified School District's African American Parent Advisory Council to attend the CAAASA 2024 Parent Empowerment Summit, to be held on March 12, 2024, at the Town and Country Resort, in San Diego, California, at a cost not-to-exceed \$1,500.00, and to be paid by the General Fund.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

E.3.7 APPROVE AN AGREEMENT WITH CINEMA CULTURAS

Moved By Vice President Montes

Seconded By Clerk Dominguez

Provide two (2) sessions for one hundred (100) students, 20 students per site at Boyd, Garcia, Kelley, Morris Elementary Schools, and Jehue Middle School, effective February 22, 2024 through May 1,

2024, at a cost not-to-exceed \$35,865.00, and to be paid from the General Fund (ELOP).

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.3.8 APPROVE AN AGREEMENT WITH EXCELSIOR ONLINE EDUCATION - BRIDGE THE GAP

Moved By Vice President Montes

Seconded By Clerk Dominguez

Provide online tutoring lessons, effective February 22, 2024 through June 30, 2024, at a cost not-to-exceed \$49,500.00, and to be paid from the General Fund (ELOP).

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.4 FACILITIES PLANNING CONSENT ITEMS - None

E.5 PERSONNEL SERVICES CONSENT ITEMS

E.5.1 APPROVE PERSONNEL REPORT NO. 1313 FOR CLASSIFIED AND CERTIFICATED EMPLOYEES

Moved By Vice President Montes

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiayne Galazo:

Majority Vote

E.6 MINUTES

E.6.1 APPROVE THE MINUTES OF THE REGULAR BOARD OF EDUCATION MEETING HELD FEBRUARY 7, 2024

Moved By Vice President Montes

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F. DISCUSSION/ACTION ITEMS

F.1 AWARD BID NO. 23-24-015 INTERNATIONAL HEALING GARDEN TO LIFETIME INDUSTRIES, INC DBA PARKWEST CONSTRUCTION COMPANY

Moved By Member Lewis

Seconded By Clerk Dominguez

This item is at a cost of \$5,327,000.00 which includes a \$200,000.00 allowance, and to be paid from Fund 40 - Special Reserve for Capital Outlay.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F.2 APPROVAL AND RATIFICATION OF THE RIALTO UNIFIED SCHOOL DISTRICT PUBLIC WORKS PROJECTS AWARDED UTILIZING CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT FOR 2023-24 SCHOOL YEAR

Moved By Member Lewis

Seconded By Clerk Dominguez

Approve and ratify the public works projects awarded utilizing the California Uniform Public Construction Cost Accounting Act through February 21, 2024.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F.3 RATIFY AN AMENDMENT TO THE AGREEMENT WITH GIRLS SCOUTS OF SAN GORGONIO SKYLAND RANCH

Moved By Member Lewis

Seconded By President Martinez

Amend the agreement with Girl Scouts of San Gorgonio Skyland Ranch Institute to increase the amount by \$34,320.00 for a total cost not-to-exceed \$150,000.00, effective February 22, 2024, and to be paid from the General Fund.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F.4 APPROVE THE EXTENDED SCHOOL YEAR (ESY) PROGRAM 2023-2024

Moved By Member Lewis

Seconded By Clerk Dominguez

Approve the proposed plan, calendar, and schedule for the 2023-2024 Extended School Year (ESY) Program for all eligible students with disabilities, effective February 22, 2024 through July 31, 2024, at a cost not-to-exceed \$615,000.00, and to be paid from the General Fund.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F.5 ADOPT RESOLUTION NO. 23-24-40 DIRECTING DEVELOPMENT OF A FINANCING PLAN FOR THE DISTRICT'S CENTRAL KITCHEN PROJECT AND RELATED ACTIONS

Moved By Member Lewis

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F.6 ADOPT RESOLUTION NO. 23-24-41 DECLARING NATIONAL SCHOOL BREAKFAST WEEK

Moved By Member Lewis

Seconded By Clerk Dominguez

Proclaim March 4 through 8, 2024, as National School Breakfast Week, and encourage all citizens to recognize the efforts made by schools, their food service directors, and cafeteria staff to ensure the health, safety, and success of our children.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F.7 ADOPT RESOLUTION NO. 23-24-42; REMUNERATION

Moved By Member Lewis

Seconded By Clerk Dominguez

Excuse the absence of Board Member, Nancy G. O'Kelley, from the Wednesday, February 7, 2024, regular meeting of the Board of Education.

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F.8 ADOPT RESOLUTION NO. 23-24-43 FOR NON-REELECTION OF CERTIFICATED PROBATIONARY EMPLOYEES

Moved By Clerk Dominguez

Seconded By President Martinez

Member O'Kelley was absent. Vote by Board Members with preferential vote by Student Board Member, Keiyne Galazo:

Majority Vote

F.9 ADOPT RESOLUTION NO. 23-24-44 REGARDING LAYOFF OF CLASSIFIED PERSONNEL

Moved By Clerk Dominguez

Seconded By President Martinez

Vote by Board Members with preferential vote by Student Board Member, Keyne Galazo:

(Ayes) President Martinez, Vice President Montes, Clerk Dominguez

(Noes) Member Lewis

(Absent) Member O'Kelley

Majority Vote

F.10 DENY LIABILITY CLAIM NO. 23-24-10

Moved By Clerk Dominguez

Seconded By Vice President Montes

Member O'Kelley was absent. Vote by Board Members:

Majority Vote

F.11 DENY LIABILITY CLAIM NO. 23-24-11

Moved By Vice President Montes

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members:

Majority Vote

F.12 ADMINISTRATIVE HEARING

Moved By Clerk Dominguez

Seconded By President Martinez

Case Numbers:

23-24-41

23-24-40

Member O'Kelley was absent. Vote by Board Members:

Majority Vote

F.13 STIPULATED EXPULSION

Moved By Clerk Dominguez

Seconded By President Martinez

Case Number:
23-24-42

Member O'Kelley was absent. Vote by Board Members:

Majority Vote

G. ADJOURNMENT

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on March 6, 2024, 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 Member Lewis

Seconded By Clerk Dominguez

Member O'Kelley was absent. Vote by Board Members to adjourn with preferential vote by Student Board Member, Keiyne Galazo:

Time: 8:45 p.m.

Majority Vote

Clerk, Board of Education

Secretary, Board of Education



**Board of Education Agenda
March 06, 2024**

**AWARD BID NO. 23-24-014 ZUPANIC VIRTUAL ACADEMY SITE CONSTRUCTION
TO FAR ELECTRIC INC DBA FAR BUILDERS**

BACKGROUND:

On February 1, 2024, the District released a bid for the construction support of (3) modular buildings, including the modular building concrete foundations, utility connections, and interior additions to electrical, data, communications, fire alarm, and security upgrades. Per Public Contract Code (“PCC”) section 22032(c) the District is required to formally bid any public works project which exceeds \$200,000.

REASONING:

As legally required, the District published a Notice of Inviting Bids (“NIB”) in the San Bernardino County Sun on February 1, 2024, and February 8, 2024. The bid was also published on the District’s webpage and an outreach email containing the bid information was sent to local contractors. Seventeen (17) bidders attended the mandatory job walk on February 13, 2024. On February 26, 2024, the District received and opened six (6) bids.

Three bidders have been deemed non-responsive because they did not meet the bid conditions. The District has identified FAR Electric Inc. dba FAR Builders as the lowest responsive and responsible bidder. An outline of all bids received and amounts are listed below.

Bidder	Base Bid Amount
FAR Electric Inc dba FAR Builders	\$2,292,292.00
R Jensen Co Inc	\$2,548,000.00
SPEC Construction Co Inc	\$2,960,700.00
Modern General Contractor	Non-Responsive
Golden Gate Steel, Inc. dba Golden Gate Construction	Non-Responsive
KAZONI Inc dba KAZONI Construction	Non-Responsive

The District will add an allowance of \$200,000 for unforeseen conditions that may need to be addressed during construction.

RECOMMENDATION:

Award Bid No. 23-24-014 to FAR Electric Inc. dba FAR Builders at a cost of \$2,492,292.00 which includes a \$200,000.00 allowance, and to be paid from the Fund 25 - Capital Facilities Fund.

SUBMITTED/REVIEWED BY: Ricardo G. Salazar/Diane Romo



**Board of Education Agenda
March 06, 2024**

APPROVE THE 2024-2025 STUDENT TRANSPORTATION PLAN

BACKGROUND:

In June 2022, the Governor and State Legislature voted to pass Assembly Bill 181, the education omnibus budget trailer bill, adding Education Code 39800.1 and amending Education Code 41850.1, which specify that eligible local education agencies (LEA) develop a plan describing the transportation services for students with disabilities, McKinney-Vento (students experiencing homelessness), and unduplicated pupils in transitional kindergarten and any of grades 1 to 6, inclusive and pupils who are low income. The plan shall be adopted by the local educational agency governing board on or before April 1, 2023, and updated by April 1 of each year thereafter. The Board of Education approved the adoption of the plan on March 22, 2023.

REASONING:

In accordance to Education Code section 39800.1 the District must have a transportation plan adopted by the governing board by April 1, 2023, and every year thereafter. In consultation with the District's Quality Transportation Services Committee (QTSC), the plan was updated for the 2024-2025 school year.

RECOMMENDATION:

Approve the updated Student Transportation Plan, presented to the Board of Education under separate cover, in accordance to Education Code section 39800.1, which specifies the District must have a transportation plan updated and approved by April 1 of each year.

SUBMITTED/REVIEWED BY: Derek Harris/Diane Romo



**Board of Education Agenda
March 6, 2024**

AMEND THE APPROVAL OF THE FAMILY LITERACY PROGRAM

BACKGROUND:

The Rialto Unified School District in collaboration with the University of Southern California (USC), endeavors to equip families with a literacy certification, fortifying their capacity to support their children's academic growth.

On September 13, 2023, the Board took action to approve to pay the registration fee for Rialto Unified School District family members to enroll in the Family Literacy Program offered by the University of Southern California (USC), from September 14, 2023 through June 30, 2024, at a cost of \$450.00 per participant, for the total cost not-to-exceed \$81,000.00, to be paid from Title I Funds. This amount was an estimate based on the program information provided at the time of the initial proposal.

REASONING:

Since the implementation of the program, there has been an increase in operational service costs to create the curriculum, and the start-up of the new program, to effectively provide our families the tools to achieve the optimum learning opportunity, and to develop a holistic learning environment in their home, along with the skills necessary to help their children reach their greatest learning potential. The amended costs include oral and written translation for the course curriculum as well as additional in-person lectures and reading materials.

RECOMMENDATION:

Approve to amend the registration fee from \$450.00 per participant to \$950.00 per participant, therefore, increasing the amount of the Family Literacy Program from \$81,000.00 to a not-to-exceed amount of \$130,150.00, to be paid from the General Fund (Title I).

SUBMITTED/REVIEWED BY: Rhea McIver Gibbs, Ed.D.



**Board of Education Agenda
March 06, 2024**

APPROVE AN AGREEMENT WITH PF VISION INC., TO PROVIDE DIVISION OF STATE ARCHITECT (DSA) INSPECTION SERVICES FOR THE INTERNATIONAL HEALING GARDEN PROJECT

BACKGROUND:

The Division of State Architect (DSA) requires an Inspector of Record (IOR) for school construction projects to provide DSA inspection services during construction. The IOR will verify that the construction is in compliance with the DSA construction plans and specifications for Structural, Fire/Life Safety, and Access Compliance.

REASONING:

The DSA Inspector of Record is necessary to review the plans/specifications and to oversee the construction of the International Healing Garden Project for compliance with DSA.

A proposal for IOR services was requested from PF Vision, Inc. who has provided DSA inspection services for multiple District projects over the past several years.

RECOMMENDATION:

Approve an agreement with PF Vision Inc. to provide Division of State Architect (DSA) inspection services for the International Healing Garden Project effective March 7, 2024, through December 31, 2025, at a cost not-to-exceed \$100,000.00 and to be paid from Fund 40 – Special Reserve for Capital Outlay.

SUBMITTED/REVIEWED BY: Angie Lopez/Diane Romo



**Board of Education Agenda
March 06, 2024**

APPROVE AN AGREEMENT WITH HMC ARCHITECTS TO PROVIDE ARCHITECTURAL AND DESIGN SERVICES FOR FOUR (4) NEW KINDERGARTEN CLASSROOMS AT TRAPP ELEMENTARY SCHOOL

BACKGROUND:

The District intends to add four (4) new kindergarten classrooms at Trapp Elementary School to accommodate the need for additional classroom facilities due to the implementation of Full-Day Kindergarten and the Transitional Kindergarten programs.

REASONING:

An architectural firm is needed to provide architectural services for the four (4) new classrooms at Trapp Elementary School. HMC Architects was selected from the prequalified pool of architects approved by the Board of Education on August 24, 2022, and has previously worked with the District on other projects.

HMC Architects will provide full basic services for architectural and engineering services from programming through closeout, including the following services: architectural, structural, mechanical engineering plans and specifications, preparation of construction documents, agency approval of plans as needed, assistance during bidding and construction phases.

RECOMMENDATION:

Approve an agreement with HMC Architects to provide architectural services for the four (4) new kindergarten classrooms at Trapp Elementary School, effective March 7, 2024, through June 30, 2027, at a cost not-to-exceed \$571,963.00, including \$1,000.00 for reimbursables and to be paid from Fund 21 - General Obligation Bond (Measure A).

SUBMITTED/REVIEWED BY: Angie Lopez/Diane Romo



**Board of Education Agenda
March 6, 2024**

BOARD OF EDUCATION MEETING SCHEDULE FOR THE 2024-2025 SCHOOL YEAR

Wednesday, July 10, 2024
Wednesday, August 14, 2024
Wednesday, August 28, 2024
Wednesday, September 11, 2024
Wednesday, September 25, 2024
Wednesday, October 16, 2024
Wednesday, November 13, 2024
Wednesday, December 11, 2024
Wednesday, January 15, 2025
Wednesday, February 05, 2025
Wednesday, February 19, 2025
Wednesday, March 5, 2025
Wednesday, April 9, 2025
Wednesday, April 23, 2025
Wednesday, May 14, 2025
Wednesday, May 28, 2025
Wednesday, June 11, 2025
Wednesday, June 25, 2025

RECOMMENDATION:

Approve the Board of Education meeting schedule for the 2024-2025 school year.

SUBMITTED/REVIEWED BY: Cuauhtémoc Avila, Ed.D.



RESOLUTION NO. 23-24-45
PROCUREMENT PROFESSIONALS' DAY

WHEREAS, the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, in addition to the purchase of goods and services, procurement professionals add value to the organization by performing such functions as executing, implementing, and administering contracts, developing strategic procurement strategies and cultivating working relationships with suppliers and other service areas within the organization; and

WHEREAS, public procurement professionals operate under many different titles including "Lead Buyer", "Buyer", "Purchasing Assistant", "Purchasing Agent", "Contract Analyst", etc., and whereas this Resolution is intended to include all titles with the all-encompassing term "Procurement Professional"; and

WHEREAS, public procurement professionals that are members of the Rialto Unified School District and other public and private organizations have tremendous influence on the economic conditions in the United States, with accumulative purchasing power running into the billions of dollars; and

WHEREAS, the public procurement professionals serve as the gatekeeper of the competitive process and are entrusted with the responsibility of ensuring that competitive processes are conducted with fairness and transparency for our partners in the business community; and

WHEREAS, the Rialto Unified School District is focused on leading excellence in public procurement; and

WHEREAS, the Rialto Unified School District seeks to expand the awareness of the public procurement professional's role to governmental officials, the general public, business and corporate leaders;

NOW, THEREFORE, the Rialto Unified School District Board of Education do hereby proclaim March 13, 2024, as PROCUREMENT PROFESSIONALS' DAY and urge all members of the Rialto Unified School District to join in recognizing the role of the procurement professionals within business, industry, and government.

PASSED AND ADOPTED by the Governing Board of the Rialto Unified School District of San Bernardino County, at a regular meeting of the Board of Education held March 6, 2024, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

RIALTO UNIFIED SCHOOL DISTRICT

By: _____
Joseph W. Martinez
President, Board of Education

By: _____
Cuauhtémoc Avila, Ed.D.
Secretary, Board of Education

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Education of the Rialto Unified School District, at a public meeting of said Board held on March 6, 2024.

Evelyn P. Dominguez
Clerk, Board of Education
Rialto Unified School District

SUBMITTED/REVIEWED BY: Ricardo G. Salazar/Diane Romo



**Board of Education Agenda
March 6, 2024**

**RESOLUTION NO. 23-24-46
REMUNERATION**

WHEREAS, The Governing Board of the Rialto Unified School District acknowledges that Board Member, Nancy G. O’Kelley, was excused from the Wednesday, February 21, 2024, regular meeting of the Board of Education;

AND WHEREAS, California Education Code §35120 and Rialto Unified School District Board Bylaw 9250 states that a school board member may be paid for any excused absence, by resolution duly adopted and included in its minutes;

THEREFORE, BE IT RESOLVED, that the Board of Education excuse the absence of Board Member, Nancy G. O’Kelley, from the Wednesday, February 21, 2024, regular meeting of the Board of Education.

Joseph W. Martinez, Board President

Date

Cauhtémoc Avila, Ed.D., Board Secretary

Date

SUBMITTED/REVIEWED BY: Cauhtémoc Avila, Ed.D.



RESOLUTION NO. 23-24-47
AUTHORIZATION OF BUDGET REDUCTIONS
FOR FY 2024-2025 AND ONGOING

WHEREAS, 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.

BE IT RESOLVED, that the Board of Education of the Rialto Unified School District, recognize the need to implement ongoing budget reductions to address the District's structural deficit created by post-COVID supports and learning recovery efforts. The Board of Education recognizes the immediate need to authorize the administration to develop a list of potential budget adjustments in an amount of up to \$6 million in ongoing reductions to be implemented beginning with the 2024-2025 fiscal year; and up to \$27 million in on-going reductions by the 2025-2026 fiscal year to maintain the state required minimum reserve levels in the current and two subsequent fiscal years while still meeting instructional and operational district needs; and

BE IT FURTHER RESOLVED, that the Board of Education will approve a positive certification for the Second Interim Financial Report for Fiscal Year 2023-2024 that has included the above-mentioned reductions.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Rialto Unified School District of San Bernardino County, at a regular meeting of the Board of Education held March 6, 2024, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

RIALTO UNIFIED SCHOOL DISTRICT

By: _____
Joseph W. Martinez
President, Board of Education

By: _____
Cuauhtémoc Avila, Ed.D.
Secretary, Board of Education

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Education of the Rialto Unified School District, at a public meeting of said Board held on March 6, 2024.

Evelyn P. Dominguez
Clerk, Board of Education
Rialto Unified School District

SUBMITTED/REVIEWED BY: Diane Romo



**Board of Education Agenda
March 06, 2024**

APPROVE THE SECOND INTERIM FINANCIAL REPORT FY 2023-24

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 Second Interim Financial Report presents actual to date data as of January 31, 2024. This report must be approved and certified as positive, qualified, or negative by the Governing Board and submitted to the SBCSS by March 15, 2024. 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 Second 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 Second 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 2023-2024 Second Interim Financial Report with a Positive Certification, as the District will meet its obligations in the current and subsequent two fiscal years.

SUBMITTED/REVIEWED BY: Nicole Albiso/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:

Step into the richness and educational depth of Rialto Unified School District's Black History Month celebrations! Throughout February, events across the District offered a unique opportunity to both celebrate and educate.

One of the standout moments was the surprise appearance of Green Bay Packers player and Wilmer Amina Carter High School graduate, **Mr. Kenny Clark Jr.** (pictured in the top left photo), at the RUSD Black History Celebration on February 24, 2024, at Carter High School. Clark Jr.'s presence added excitement and inspiration to the festivities, which featured student performances, awards, and keynote speaker Reverend Samuel Casey.

Additionally, the month was filled with other notable highlights such as a Black History Bee with a Harlem Renaissance theme at Kelley Elementary School, a Black History laser show at Morgan Elementary School, a Black History Celebration at Hughbanks Elementary School, a school-wide assembly at Morris Elementary School, RUSD Nutrition Services hosting a Black History Celebration, and so much more! From captivating student performances to engaging educational activities, our celebrations throughout February were nothing short of amazing.

RUSD celebrates Black History Month

