

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

NANCY G. O'KELLEY
President

JOSEPH W. MARTINEZ
Clerk

EDGAR MONTES
Member



DINA WALKER
Vice President

JOSEPH AYALA
Member

JAWAUN COLLIER
Student Board Member

CUAUHTÉMOC AVILA, ED.D.
Superintendent

October 19, 2016

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

AGENDA

- A. OPENING**
Call to Order – 6:00 P.M.

OPEN SESSION

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

CLOSED SESSION

Moved _____ Seconded _____

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

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

Administrative Appointment:

- Middle School Principal

2. Student Expulsions/Reinstatements/Expulsion Enrollments

3. CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent, and Rhonda Kramer, Director, Personnel Services.

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

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

Designated Representative: Board President, Nancy G. O'Kelley

Unrepresented Employee: Superintendent

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

ADJOURNMENT OF CLOSED SESSION

Moved_____ Seconded_____ Vote_____ Time_____

OPEN SESSION RECONVENED – 7:00 P.M.

PLEDGE OF ALLEGIANCE

PRESENTATION BY EISENHOWER HIGH SCHOOL

REPORT OUT OF CLOSED SESSION

ADOPTION OF AGENDA

Moved_____ Seconded_____

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

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

B. PRESENTATIONS

1. Middle School – District Student Advisory Committee (DSAC) Presentation

2. REA/CSEA/RSMA "Employees of the Quarter"

C. COMMENTS

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

D. PUBLIC HEARING

OPEN PUBLIC HEARING

Moved _____ **Seconded** _____

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

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

1. Public Hearing: Pursuant to the requirements of Government Code and Board Policy, the Form for Public Disclosure of Proposed Collective Bargaining Agreement [AB1200 (Statutes of 1991, Chapter 1213) as revised by AB2756 (Statutes of 2004, Chapter 25), Government Code 3547.5] between the Communications Workers of America (CWA), and the Rialto Unified School District Board of Education, is hereby posted in compliance with the legislative requirements for public notice.

(Ref. D 1.1-5)

CLOSE PUBLIC HEARING

Moved _____ **Seconded** _____

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

OPEN PUBLIC HEARING

Moved _____ **Seconded** _____

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

- 2. Public Hearing: Pursuant to the requirements of Government Code and Board Policy, the Form for Public Disclosure of Proposed Collective Bargaining Agreement [AB1200 (Statutes of 1991, Chapter 1213) as revised by AB2756 (Statutes of 2004, Chapter 25), Government Code 3547.5] between the 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. (Ref. D 2.1-5)

CLOSE PUBLIC HEARING

Moved _____ **Seconded** _____

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

OPEN PUBLIC HEARING

Moved _____ **Seconded** _____

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

- 3. Public Hearing: Pursuant to the requirements of Government Code and Board Policy, the Form for Public Disclosure of Proposed Collective Bargaining Agreement [AB1200 (Statutes of 1991, Chapter 1213) as revised by AB2756 (Statutes of 2004, Chapter 25), Government Code 3547.5] between the California School Employees Association (CSEA), and the Rialto Unified School District Board of Education, is hereby posted in compliance with the legislative requirements for public notice. (Ref. D 3.1-5)

CLOSE PUBLIC HEARING

Moved _____ **Seconded** _____

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

CONSENT CALENDAR ITEMS

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

Approve Consent Calendar Items (Ref. E – J)

Moved _____ Seconded _____

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

E. MINUTES

1. Approve the minutes of the Regular Board of Education Meeting held October 5, 2016. (Ref. E 1.1-25)

F. GENERAL FUNCTIONS CONSENT ITEMS

1. Second reading of revised Board Policy 3311(a-c); Business and Noninstructional Operations: Bids. (Ref. F 1.1-3)
2. Second reading of revised Board Policy 3580(a-c); Business and Noninstructional Operations: District Records. (Ref. F 2.1-3)
3. First reading of revised Board Policy 1325(a-g); Community Relations: Advertising and Promotion. (Ref. F 3.1-7)
4. First reading of revised Board Policy 1431(a-d); Community Relations: Waivers. (Ref. F 4.1-4)
5. First reading of revised Board Policy 4131.1(a-e); Certificated Personnel: Teacher Support and Guidance. (Ref. F 5.1-5)
6. First reading of revised Board Policy 4231(a-e); Classified Personnel: Staff Development. (Ref. F 6.1-5)
7. First reading of revised Board Policy 5113.1(a-e); Students: Chronic Absence and Truancy. (Ref. F 7.1-5)
8. First reading of revised Board Policy 6163.4(a-f); Instruction: Student Use of Technology. (Ref. F 8.1-6)
9. First reading of revised Board Policy 6200(a-d); Instruction: Adult Education. (Ref. F 9.1-4)

G. INSTRUCTION CONSENT ITEMS

1. Adopt Resolution No. 16-17-17 declaring the week of October 23-31, 2016, as National Red Ribbon Week. (Ref. G 1.1)
2. Approve a trip to Riverside, California, on November 5-6, 2016, for four (4) students and two (2) adult supervisors from the Eisenhower High School FBLA Club to attend the 2016 FBLA Leadership Development Institute at

a total cost not-to-exceed \$1,090.00, to be paid by the FBLA Club and FBLA Chapter Support Grant, at no cost to the District General Fund.

(Ref. G 2.1)

H. BUSINESS AND FINANCIAL CONSENT ITEMS

1. Approve Warrant Listing Register and Purchase Order Listing for all funds from September 19, 2016 through October 3, 2016 (sent under separate cover to Board Members). A copy for public review will be available at the Board Meeting.
2. Accept the donations from Bill and Helen Trac, Patio West Deli, Rialto Escrow Company, Lawrence L. Wong, D.D.S., Inc., Coffee Nutzz, Inc., Kenneth L. Shattuck, CPA, FMS Performance, Dr. Ahi Animal Hospital, Inc.
(Ref. H 2.1)
3. Approve twenty-one (21) Rialto High School students of the Peer Counseling and Student Leadership classes and four (4) advisors/chaperones to attend the Youth for Unity Camp at Pali Mountain Retreat and Conference Center, Running Springs, California, on October 21-23, 2016, at a total cost of \$1,847.34, to be paid from the General Fund.
(Ref. H 3.1)
4. Approve the Agreement with The Brightest Star, Inc., to provide Tier II level support for twenty five (25) students at Casey Elementary School to promote pro-social skills, character building and academic empowerment, effective November 1, 2016 through May 30, 2017, at a cost not-to-exceed \$35,000.00, to be paid from the General Fund.
(Ref. H 4.1)
5. Approve participation of approximately one hundred (100) Kordyak Elementary School fifth (5th) grade students, six (6) staff members, and up to twenty (20) adult chaperones (upon verification of fingerprint clearance), to attend an outdoor education program at Pathfinder Outdoor Science School, Mountain Center, California, April 26-28, 2017, at a cost of approximately \$18,800.00 for students and up to ten (10) additional adult chaperones, to be paid by school fund raisers, donations, and ASB funds, at no cost to the District.
(Ref. H 5.1)
6. Approve Amendment No. 1 to the contract with Integral Electrical Engineering to extend the construction time by 100 calendar days in order to complete the internal combustion engine (generator) project by December 4, 2016, at no additional cost to the District.
(Ref. H 6.1)

I. FACILITIES PLANNING CONSENT ITEMS – None

J. PERSONNEL SERVICES CONSENT ITEMS

- 1-3. Approve Personnel Report No. 1162 for classified and certificated employees. (Ref. J 1.1-3.2)

K. DISCUSSION/ACTION ITEMS

Moved _____ Seconded _____

1. Ratify the agreement with Protocol Professional Staffing to provide Speech and Language Pathologist Assistants starting on October 10, 2016 through May 25, 2017, at a total cost not-to-exceed \$130,500.00, to be paid from Special Education funds. (Ref. K 1.1)

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

Moved _____ Seconded _____

2. Ratify the agreement with Staff Therapy Rehab to provide a Speech Language Pathologist Assistant and/or a Speech Language Pathologist, effective October 13, 2016 through June 30, 2017, at a cost not-to-exceed \$150,000.00, to be paid from Special Education funds. (Ref. K 2.1)

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

Moved _____ Seconded _____

3. Adopt Resolution No. 16-17-18 authorizing the procurement of Microsoft Surface Pro 4 Tablets under a master agreement and/or piggyback contract, MNWNC-108, WSCA-NASPO California Participating Addendum 7-15-70-34-003, and the delegation of authority to the Superintendent or the Superintendent's designee to execute the Equipment-Lease Purchase Agreement with Dell Financial Services, L.L.C., dated October 20, 2016, and any other documents required for this transaction. The annual payment will be \$862,322.05 for a three year lease-period beginning April 1, 2017, for a total cost of \$2,586,966.15, to be paid from the General Fund. (Ref. K 3.1-8)

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

Moved _____ Seconded _____

4. Ratify the *Tentative Settlement Agreement* between the Rialto Unified School District and the Communications Workers of America ("CWA"). (Ref. K 4.1-3)

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

Moved _____ Seconded _____

5. Ratify the *Tentative Settlement Agreement* between the Rialto Unified School District and the Rialto Education Association ("REA").
(Ref. K 5.1-2)

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

Moved _____ Seconded _____

6. Ratify the *Tentative Settlement Agreement* between the Rialto Unified School District and the California School Employees Association ("CSEA").
(Ref. K 6.1-10)

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

Moved _____ Seconded _____

7. Approve the contract with Catapult Learning West, LLC, for the 2016-2017 school year, to provide Alternative Support Tutoring services under the Title I, Part A, Every Student Succeed Act (ESSA) Alternative Support services for identified students at eligible school sites including Bemis, Curtis, Dollahan, Dunn, Hughbanks, Morris, Preston, and Simpson Elementary Schools, and Jehue, Frisbie, Kolb, Kucera, and Rialto Middle Schools, effective November 29, 2016 through April 30, 2017, at an approximate cost of \$1,170.00 per student, with a total cost not-to-exceed \$1,500,000.00, to be paid from Title I, Part A funds.
(Ref. K 7.1)

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

Moved _____ Seconded _____

8. Ratify an agreement with School Improvement Network, LLC, for a one-year subscription from July 1, 2016 through June 30, 2017, funded from Title II, Part A (90%) \$59,165.34 and General Fund (10%) \$6,573.93, at a cost not-to-exceed a total of \$65,739.27.
(Ref. K 8.1)

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

Moved _____ Seconded _____

9. Approve a salary increase of 5% for all certificated and classified management, supervisory, confidential, and contract management employees effective July 1, 2015.
(Ref. K 9.1)

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

Moved _____ **Seconded** _____

10. Approve the 2017-2022 Rialto Unified School District Strategic Plan.
(Ref. K 10.1-8)

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

Moved _____ **Seconded** _____

11. Approve the recommendations of the Administrative Hearing Panel (AHP):

REINSTATEMENT OF EXPULSION:

Case Number:

15-16-52

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

L. ADJOURNMENT

Moved _____ **Seconded** _____

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

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

Time _____

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on Wednesday, November 16, 2016, at 7:00 p.m., at the Dr. John R. Kazalunas Education Center, 182 East Walnut Avenue, Rialto, California.

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

D PUBLIC HEARING

PLEASE POST

PLEASE POST

PUBLIC NOTICE

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



DIANE ROMO,
Senior Director, Fiscal Services

October 6, 2016

APPROVED BY: Mohammad Z. Islam

(Ref. D 1.1)

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

Rialto Unified School District

SCHOOL DISTRICT

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

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

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

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Communication Workers of America (CWA)

BARGAINING UNIT

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

10/10/16

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years **2016-17**

07/01/16

06/30/17

2016-17

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

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

1. Current Year Costs Before Agreement

\$3,700,064.21

2. Current Year Costs After Agreement

\$3,771,770.97

3. Total Cost Change

\$71,115.76

4. Percentage Change

1.92%

5. Value of a 1% Change

35,534

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

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

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

2.0%

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

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

2%

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

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

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

180

(Ref. D 1.2)

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

Rialto Unified School District

SCHOOL DISTRICT

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

1.	Cost of Benefits Before Agreement	723,785.21
2.	Cost of Benefits After Agreement	735,323.97
3.	Percentage Change in Total Costs	1.59%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

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

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$ 304,632,372.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 9,138,971.16

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

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$9,138,971.00
5.	Unassigned/Unappropriated (Object 9790)	\$28,269,571.00
6.	Total Reserves: (Object 9789 + 9790)	\$37,408,542.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

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

8.	General Fund & Special Reserve Fund:	\$37,408,542.00
9.	Percentage of General Fund Expenditures/Uses	12.28%
Difference between District Reserves and Minimum State Requirement		\$28,269,570.84

(Ref. D 1.3)

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
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Rialto Unified School District

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

N/A

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

Financial impact has been included in the 2016-17 Adopted Budget and subsequent two fiscal years in the MYP.

H. NARRATIVE OF AGREEMENT

The following agreements were made effective July 1, 2016:

-A 2% increase to the existing 2015/2016 salary schedule.

-Language was added to the contract to clarify that when a 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 10 days following the disposition of the grievance in Level II. The District shall submit to the CA State Mediation and Conciliation Services a request for services of a mediator within 10 days.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

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

General Fund (LCFF) and Child Development Fund 12

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

Rialto Unified School District

SCHOOL DISTRICT

CERTIFICATION

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

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

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

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

District Superintendent - signature

Mohammad Z. Isle

10/6/16
Date

Chief Business Official - signature

10-6-16
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 10/19/2016 took action to approve the proposed Agreement with the _____ Bargaining Unit.

President, Governing Board
(signature)

Date

PLEASE POST

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PUBLIC NOTICE

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DIANE ROMO,
Senior Director, Fiscal Services

October 6, 2016

APPROVED BY: Mohammad Z. Islam

(Ref. D 2.1)

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

Rialto Unified School District SCHOOL DISTRICT

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

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

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

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE
Rialto Education Association (REA) BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on **10/19/16**

A. PERIOD OF AGREEMENT:
The proposed bargaining agreement covers the period beginning and ending for the following fiscal years **2016-17**

	07/01/16
	06/30/17
	2016-17

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)
The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement	\$146,628,017.28
2. Current Year Costs After Agreement	\$149,225,769.18
3. Total Cost Change	\$2,597,751.90
4. Percentage Change	1.77%
5. Value of a 1% Change	1,298,876

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE
The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change (% Change To Existing Salary Schedule) (% change for one time bonus/stipend or salary reduction)	2.0%
2. Step & Column (Average % Change Over Prior Year Salary Schedule)	1.5%
3. TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE	3%
4. Change in # of Work Days (+/-) Related to % Change	
5. Total # of Work Days to be provided in Fiscal Year	
6. Total # of Instructional Days to be provided in Fiscal Year (applicable to Certificated BU agreements only)	180

(Ref. D 2.2)

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
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Rialto Unified School District

SCHOOL DISTRICT

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

1.	Cost of Benefits Before Agreement	38,000,922.28
2.	Cost of Benefits After Agreement	38,428,132.18
3.	Percentage Change in Total Costs	1.12%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

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

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$ 304,632,372.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 9,138,971.16

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

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$9,138,971.00
5.	Unassigned/Unappropriated (Object 9790)	\$28,269,571.00
6.	Total Reserves: (Object 9789 + 9790)	\$37,408,542.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

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

8.	General Fund & Special Reserve Fund:	\$37,408,542.00
9.	Percentage of General Fund Expenditures/Uses	12.28%
	Difference between District Reserves and Minimum State Requirement	\$28,269,570.84

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
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Rialto Unified School District

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

N/A

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

Financial impact has been included in the 2016-17 Adopted Budget and subsequent two fiscal years in the MYP.

H. NARRATIVE OF AGREEMENT

The following agreements were made effective July 1, 2016:

-A 2% increase to the existing 2015/2016 salary schedule.

-A new MESA stipend at 7.4% of the index base salary.

-Final Evaluation Summary language was updated to provide additional time for employee to review prior to final evaluation conference.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

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

General Fund (LCFF), Child Development Fund 12, and Nutrition Services Fund 61

PLEASE POST

PLEASE POST

PUBLIC NOTICE

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



DIANE ROMO,
Senior Director, Fiscal Services

October 6, 2016

APPROVED BY: Mohammad Z. Islam

(Ref. D 3.1)

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

Rialto Unified School District

SCHOOL DISTRICT

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

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

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

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

California School Employees Association (CSEA)

BARGAINING UNIT

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

10/19/16

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years **2015-16**

07/01/15

06/30/16

2015-16

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

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

1. Current Year Costs Before Agreement

\$58,073,248.36

2. Current Year Costs After Agreement

\$60,401,270.07

3. Total Cost Change

\$2,328,021.72

4. Percentage Change

4.01%

5. Value of a 1% Change

465,004

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

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

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

5.0%

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

0.5%

3. TOTAL PERCENTAGE CHANGE FOR THE AVERAGE, REPRESENTED EMPLOYEE

6%

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

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

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

180

(Ref. D 3.2)

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Rialto Unified School District

SCHOOL DISTRICT

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

1.	Cost of Benefits Before Agreement	21,245,664.00
2.	Cost of Benefits After Agreement	21,732,307.13
3.	Percentage Change in Total Costs	2.29%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

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

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$ 304,632,372.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 9,138,971.16

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

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$9,138,971.00
5.	Unassigned/Unappropriated (Object 9790)	\$28,269,571.00
6.	Total Reserves: (Object 9789 + 9790)	\$37,408,542.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

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

8.	General Fund & Special Reserve Fund:	\$37,408,542.00
9.	Percentage of General Fund Expenditures/Uses	12.28%
Difference between District Reserves and Minimum State Requirement		\$28,269,570.84

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Rialto Unified School District

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

N/A

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

Financial impact has been included in the 2016-17 Adopted Budget and subsequent two fiscal years in the MYP.

H. NARRATIVE OF AGREEMENT

The following agreements were made effective July 1, 2015:

A 5% increase to the existing 2014/2015 salary schedule.

Three steps were added to the monthly longevity stipend schedule; the new steps are \$140/month after the completion of the 30th year of service, \$180/month after the completion of the 35th year of service.

The salary schedule will be aligned to ensure that there was a 2.5% difference between each range and 5% between each range effective 7/1/2017.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

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

General Fund (LCFF), Child Development Fund 12, and Nutrition Services Fund 61

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Rialto Unified School District

SCHOOL DISTRICT

CERTIFICATION

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

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

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

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

District Superintendent - signature
Mohammad Z. Isha
Chief Business Official - signature

10/6/16
Date

10-6-16
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 10/19/2016 took action to approve the proposed Agreement with the _____ Bargaining Unit.

President, Governing Board
(signature)

Date

MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
RIALTO UNIFIED SCHOOL DISTRICT
DR. JOHN R. KAZALUNAS EDUCATION CENTER
182 EAST WALNUT AVENUE, RIALTO, CA 92376

October 5, 2016

A. OPENING

CALL TO ORDER AND ROLL CALL

The regular meeting of the Board of Education of the Rialto Unified School District was called to order at 6:03 p.m. by President O'Kelley at the Dr. John R. Kazalunas Education Center, 182 East Walnut Avenue, Rialto, CA 92376.

Members present: Nancy G. O'Kelley, President; Joseph W. Martinez, Clerk; Joseph Ayala, Member; and Edgar Montes, Member. Dina Walker, Vice President, arrived at 6:08 p.m.

Administrators present: Cuauhtémoc Avila, Ed.D., Superintendent; Mohammad Z. Islam, Associate Superintendent, Business Services; Jinane Annous, Ed.D., Lead Innovation Agent; and Rhonda Kramer, Senior Director, Personnel Services. Also present was Rosie Williams, Executive Secretary.

OPEN SESSION

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

There were no comments.

CLOSED SESSION

Upon a motion by Member Ayala, seconded by Member Montes, and approved by a 4-0 vote, the Board of Education entered into Closed Session at 6:05 p.m. to consider and discuss the following items:

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

Administrative Appointment:

- Elementary Principal

(Ref. E 1.1)

2. Student Expulsions/Reinstatements/Expulsion Enrollments
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent, and Rhonda Kramer, Director, Personnel Services.
Employee organizations: California School Employees Association, Chapter 203 (CSEA), Rialto Education Association (REA), Communications Workers of America (CWA)

ADJOURNMENT OF CLOSED SESSION

Upon a motion by Vice President Walker, seconded by Clerk Martinez, and passed by a unanimous 5-0 vote, Closed Session adjourned at 7:09 p.m.

OPEN SESSION RECONVENED – 7:09 P.M.

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

Administrators present: Cuauhtémoc Avila, Ed.D., Superintendent; Mohammad Z. Islam, Associate Superintendent, Business Services; Jinane Annous, Ed.D., Lead Innovation Agent; and Rhonda Kramer, Senior Director, Personnel Services. Also present was Rosie Williams, Executive Secretary, and Jose M. Reyes, Interpreter.

PLEDGE OF ALLEGIANCE

Noel Marin, Jehue Middle School ASB Treasurer, led the Pledge of Allegiance.

PRESENTATION BY JEHUE MIDDLE SCHOOL

Jehue Middle School 7th and 8th grade choir students led by Music Teacher, Mrs. Kathi Prado, performed "*Flashlight*," from the soundtrack *Pitch Perfect 2*.

REPORT OUT OF CLOSED SESSION

Superintendent Avila reported that in Closed Session the Board of Education, by a unanimous 5-0 vote, denied the request for a leave of absence for classified employee #1080716, October 6, 2016 through April 6, 2017.

ADOPTION OF AGENDA

Upon a motion by Clerk Martinez, seconded by Member Montes, the Agenda was adopted by Student Board Member Collier's preferential vote, and a unanimous 5-0 vote by the Board of Education.

B. PRESENTATIONS

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

The following DSAC students shared activities held at their schools:

Alexis Rodriguez – Rialto High School
Keon Collins – Milor High School
Helen Ramirez – Eisenhower High School
Gilbert Mosqueda - Carter High School

2. Recognizing Rialto High School Student Abigail Cuellar who published a paper with Dr. Bryan Wong at UC Riverside in the *Journal of Physical Chemistry*.

Clerk Martinez and Sara Garcia, Representative from Assemblymember Cheryl R. Brown's office, presented Certificates of Recognition to Rialto High School Student Abigail Cuellar for her work impressively published in the *Journal of Physical Chemistry*.

3. Strategic District Plan Presentation by Cuauhtémoc Avila, Ed.D., Superintendent; Beth Curtiss, Academic Agent: Liberal Arts & Literacy/Intervention; and Rhea McIver Gibbs, Rialto Middle School Principal.

Superintendent Avila, Beth Curtiss and Rhea McIver Gibbs conducted a PowerPoint presentation outlining RUSD's Strategic Plan. The PowerPoint is attached, see pages (Ref. E 1.9) – (Ref. E 1.25).

C. COMMENTS

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

Alison Elsner, Executive Director of the Medical Society for San Bernardino County, asked that the Board adopt a resolution in support of Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016.

(Ref. E 1.3)

Russell Silva, Rialto resident, expressed his concern regarding how he feels Member Ayala is not physically involved, has no hands-on involvement with students, and does not attend many District functions.

Tabreshia Lawrence-McIntyre, Frisbie Middle School Math Coach, shared information regarding the clubs and programs to help support students at Frisbie Middle School.

Celia Zelaya-Saravia, representing Amigos Unidos, a support group for parents of children with special needs, thanked Superintendent Avila and Member Montes for attending their meeting this month. She invited everyone to attend the monthly meetings on the first Monday of every month at 6:30 p.m. at St. Catherine of Siena Church. She congratulated Abigail Cuellar for her accomplishments, and Superintendent Avila for his Strategic Plan.

Juan Palomares, parent, requested the District invest in a Learning Management System for students to equip them with the technology skills they will need to have for the University level.

Paula Bailey, parent, shared that she enjoyed attending the Detective Dinner held at Eisenhower High School. She also shared that she is part of the Strategic Action Planning Committee and appreciates that parents were asked to be involved. She also stated that she appreciates that the Strategic Action Plan includes helping students starting from 0 to grade 12.

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

Greg Spencer, Vice President of Footstep2Brilliance, shared information regarding his program, which is on the Agenda for Board approval. He spoke in support of his program and stated that, if approved, he is looking forward to having the opportunity to work with the District.

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

Lisa Lindberg, REA President, stated that REA membership ratified the Tentative Agreement by an 85% approval, and Rep Council unanimously endorsed Mr. Joseph Ayala, Mr. Joseph Martinez, and Mrs. Nancy O'Kelley for School Board. She asked the Board to save-the-date for the

(Ref. E 1.4)

Annual CTA sponsored school Board dinner to be held on December 8, 2016, at the Mission Inn, in Riverside.

Linda Silva, CSEA President, stated that at the last Board meeting we had a presentation regarding the Rialto e3p3 Gang Intervention Program. She asked that the District look into hiring our own Security Officers to provide this type of program for our students instead of hiring outside of our own staff. She shared that this coming week is National School Bus Safety Week, and she asked the Board to visit the Transportation Department on Friday after 8:30 a.m. to show their support. She also stated that next week is National School Lunch Week and she wanted a special acknowledgement to go out to our hard working cafeteria workers.

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

D. PUBLIC HEARING - None

CONSENT CALENDAR ITEMS

Upon a motion by Clerk Martinez, seconded by Vice President Walker, Items E – J were approved by Student Board Member Collier's preferential vote, and a unanimous 5-0 vote by the Board of Education.

E. MINUTES

1. Approve the minutes of the Regular Board of Education Meeting held September 21, 2016.

F. GENERAL FUNCTIONS CONSENT ITEMS

1. Amendment to second reading of revised Board Bylaw 9270(a-l): Conflict of Interest.
2. Second reading of revised Board Policy 4030(a-f); All Personnel: Nondiscrimination in Employment.
3. First reading of revised Board Policy 3311(a-c); Business and Noninstructional Operations: Bids.
4. First reading of revised Board Policy 3580(a-c); Business and Noninstructional Operations: District Records.

(Ref. E 1.5)

G. INSTRUCTION CONSENT ITEMS

1. Approve one (1) student from Carter High School, and one (1) student from Eisenhower High School Key Club to attend the Kiwanis International Key Leader conference in Mentone, California, October 7-9, 2016, at no cost to the District.

H. BUSINESS AND FINANCIAL CONSENT ITEMS

1. Approve Warrant Listing Register and Purchase Order Listing for all funds from September 1, 2016 through September 19, 2016 (sent under separate cover to Board Members). A copy for public review will be available at the Board Meeting.
2. Accept the donations from from Gary M. Freestone, O.D.; Illuminate Education Inc.; Unspecified Donor; Sanford Systems, Inc., Key Data Systems; DonorsChoose.org Team on behalf of: Daniel Hidalgo, Amelia Virostko, Carolyn Aldana, Amy Berstein, Bill and Melinda Gates Foundation; Baker's Drive Thru; Feed the Children; Oraline; and Synopsys Outreach Foundation.
3. Declare the specified surplus equipment and miscellaneous items as obsolete and not-serviceable for school use, and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546.
4. Approve an agreement with Young Visionaries Youth Leadership Academy to provide resources towards supplemental academic services for forty (40) at-risk students, two hours each week through a nine-week program at Rialto Middle School beginning October 10, 2016 through December 16, 2016, at a not-to-exceed cost of \$10,000.00, to be paid from Rialto Middle School Title I Funds.
5. Adopt Resolution No. 16-17-13 declaring October 17-21, 2016, as National School Bus Safety Week, and Friday, October 21, 2016, as School Bus Drivers Appreciation Day.
6. Adopt Resolution No. 16-17-14 declaring October 10-14, 2016, as National School Lunch Week.
7. Approve the following school-connected organizations of Parent Teacher Organizations (PTO) and Parent Teacher Associations (PTA) for the 2016-2017 school year: Boyd Elementary School Parent Teacher Association (PTA), Preston Elementary School Parent Teacher

(Ref. E 1.6)

Association (PTA), Simpson Elementary School Parent Teacher Organization (PTO) and Eisenhower High School Parent Teacher Student Association (PTSA).

I. FACILITIES PLANNING CONSENT ITEMS - None

J. PERSONNEL SERVICES CONSENT ITEMS

- 1-3. Approve Personnel Report No. 1161 for classified and certificated employees.
4. Adopt Resolution No. 16-17-16 authorizing the Senior Director, Personnel Services, to assign various teachers at the secondary level, with their consent, to teach any subject in departmentalized classes below grade 9 if the teacher has completed 12 semester units, or 6 upper division or graduate semester units, in the subject to be taught.

K. DISCUSSION/ACTION ITEMS

Upon a motion by Clerk Martinez, seconded by Vice President Walker, Item K1 was approved by a unanimous 5-0 vote by the Board of Education.

1. Approve a five-year agreement with Footsteps2Brilliance, Inc., to increase family and community engagement and level the literacy playing field for all early learners with an innovative technology solution to put high quality, research-based early learning curriculum in all classrooms, homes, and community centers throughout the District's zip code jurisdiction and to approve the Amendment to the Local Education Agency (LEA) Plan (Reading, page 30 & 33, Parent Involvement, page 38, 6b) to reflect the inclusion and cost for Footsteps2Brilliance out of Title I Funds. The cost of the program is \$914,986.00 which will be financed through Government Capital Corporation with a three-year term Lease Purchase agreement with the adoption of Resolution 16-17-15. The cost of financing at an interest rate of 2.15% plus other financing charges amounts to \$60,874.19; therefore, the total cost of the program with financing is not-to-exceed \$975,860.19 to be paid from Title I funds.

Upon a motion by Vice President Walker, seconded by Clerk Martinez, Item K2 was approved by a unanimous 5-0 vote by the Board of Education.

2. Approve the recommendations of the Administrative Hearing Panel (AHP):

REINSTATEMENT:

Case Number:
15-16-48

L. ADJOURNMENT

Upon a motion by Member Montes, seconded by Clerk Martinez, and approved by a unanimous 5-0 vote by the Board of Education, the meeting was adjourned at 9:30 p.m.

Clerk, Board of Education

Secretary, Board of Education

RIALTO UNIFIED SCHOOL DISTRICT

Strategic Plan

Presented by:

Cuauhtémoc Avila, Ed.D., Superintendent

Beth Curtiss, Academic Agent

Rhea McIver Gibbs, Lead Personnel Agent



Strategics



Dr. William Cook



PHASE I: Strategic Thinking

PHASE II: Strategic Planning

PHASE III: Strategic Action



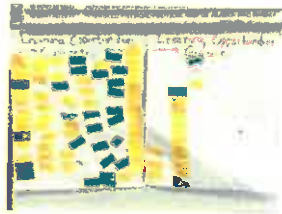
PHASE I: Strategic Thinking



(Ref. E 1.10)

Strategic Thinking

- ❖ Introduction to Strategic Thinking March 2016
- ❖ Strategic Thinking April /September 2016
- ❖ Internal Facilitator Training April/July 2016



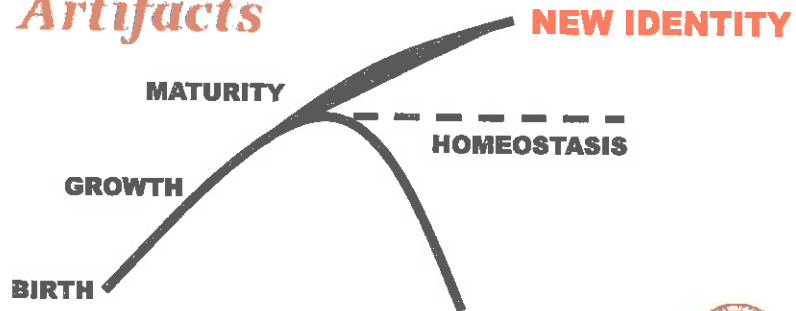
Strategic Thinking

- **Five Arenas**
 - ❖ **Definition of Strategic**
 - ❖ **Leaders vs. Leadership**
 - ❖ **Condition vs. Cause**
 - ❖ **Nature Systems**
 - ❖ **The Dynamics of Human Organizations**

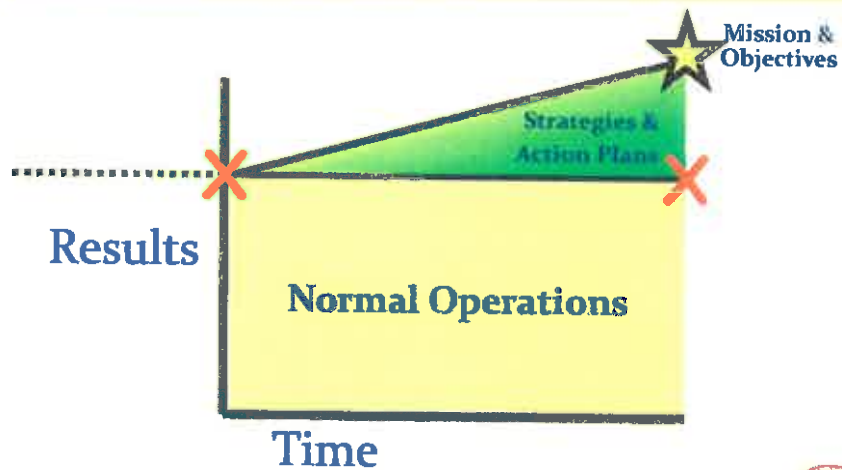
Strategic Thinking

Absolutes

Artifacts



Strategic Thinking



PHASE II: Strategic Planning



Strategic Planning

❖ Strategic Planning Session

March 2016

• 36 Team Members:

- **Parents**
- **Teachers**
- **Community Members**
- **Students**
- **Classified Personnel**
- **Board Member**
- **Association Presidents**
- **District Administrators**
- **Site Administrators**



Beliefs

- **We believe that...**
 - ❖ **Everyone has unique talents**
 - ❖ **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**

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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**

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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

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(Ref. E 1.15)

Objectives

- ❖ **Every student excels at the highest level throughout his/her career at Rialto Unified School District**
- ❖ **Every student will be a responsible citizen who contributes to a global society**
- ❖ **Every student will achieve success in his/her chosen life endeavors**
- ❖ **Every student will graduate with a personal pathway for success**

Strategies

- I. **We will provide diverse avenues for learning both inside and outside of the classroom.**
- II. **We will provide rigorous and relevant instruction that supports each student's unique learning style.**
- III. **We will create a culture of high expectations within Rialto Unified School District and our community.**
- IV. **We will bridge school and community learning opportunities.**

Strategies

- V. We will ensure full engagement of Rialto Unified School District families in the education of their children.
- VI. We will ensure we have exemplary staff who meet the unique needs and aspirations of our diverse students.
- VII. We will ensure resources and assets are allocated and developed to directly support student learning.
- VIII. We will streamline and simplify the dynamics of our organization.



(Ref. E 1.17)

Communicating the Plan

- ❖ **The Superintendent met with stakeholders throughout the District and community**



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PHASE III: Strategic Action



Action Committee



(Ref. E 1.18)

Strategic Action

- ❖ **Train Action Team Leads** May 2016
- ❖ **Strategic Action Team Meeting** June-August 2016
- ❖ **Action Team reports to Planning Team** August 2016
- ❖ **Plan Revisions and Presentations** September 2016



Strategy I

We will provide diverse avenues for learning both inside and outside of the classroom.

1. **Technology infused learning environments**
2. **Exemplary program of distinction schools**
3. **After school fine arts program**
4. **Career exploration opportunities**
5. **After school enrichment program**
6. **After school mentoring program**

Strategy II

We will provide rigorous and relevant instruction that supports each student's unique learning style.

1. **Rigorous and relevant instruction**
2. **Opportunities to engage learning driven by personal interest**
3. **Fostering creativity and risk taking in the schools**
4. **Build and nurture "Grit"**
5. **21st Century Skills to maximize student achievement**
6. **Learning experiences designed for students' unique learning styles**

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Strategy III

We will create a culture of high expectations within Rialto Unified School District and our community.

1. **All staff meet high expectations**
2. **Staff, students, parents, and the community demonstrate understanding of the District's high expectations**
3. **A culture of high expectations prepares all students to compete with their peers globally**
4. **The District possesses high degrees of parent participation**
5. **Students gain hands-on experiences in professional/business environments**
6. **All students benefit from research-based programs that improve their academic, social, and emotional well-being**

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Strategy IV

We will bridge school and community learning opportunities.

1. **A system of communication to facilitate the carrying out of collaborative plans**
2. **Community has common language and mindset**
3. **Students have a strong sense of civic responsibility and engagement**
4. **Students who are ready to engage as global citizen by being culturally aware**
5. **Economic Literacy of students**
6. **Socially and emotionally healthy students**
7. **Students reflect communication, critical thinking and collaborative skills**
8. **A community that encourages creativity**
9. **Students have strong math skills**
10. **A scientifically literate community**
11. **A community focused on literacy**

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Strategy V

We will ensure full engagement of Rialto Unified School District families in the education of their children.

1. **Oversight of programs and activities**
2. **Workshops and programs based on the self-reporting needs of school district families**
3. **Community outreach resources and programs**
4. **Interactive events and activities that include students**
5. **Welcoming and friendly school environments**

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Strategy VI

We will ensure we have exemplary staff who meet the unique needs and aspirations of our diverse students.

- 1. Staff are high quality, above and beyond experts in their field**
- 2. Knowledgeable, skilled, engaged, and diverse administrators, teachers, and staff**
- 3. Rialto Unified School District's reputation exemplifies the high standards**

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Strategy VII

We will ensure resources and assets are allocated and developed to directly support student learning.

- 1. Academic support to elementary or middle school in reading and/or math**
- 2. Timely access to instructional materials and student learning materials in the classroom**
- 3. Flexibility and responsibility in campus funding**
- 4. Social emotional resources for students and families**
- 5. Student centered decision making in fiscal matters**

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Strategy VIII

We will streamline and simplify the dynamics of our organization.

1. A 3-dimensional organizational design that is student centered.
2. Supportive and confidential "mentoring clusters"
3. New, creative, and innovative ideas and initiatives encouraged and supported
4. Effective communication throughout the community
5. Current "Role Descriptions" for all staff
6. Technology protocols to meet the needs of our 21st Century organization

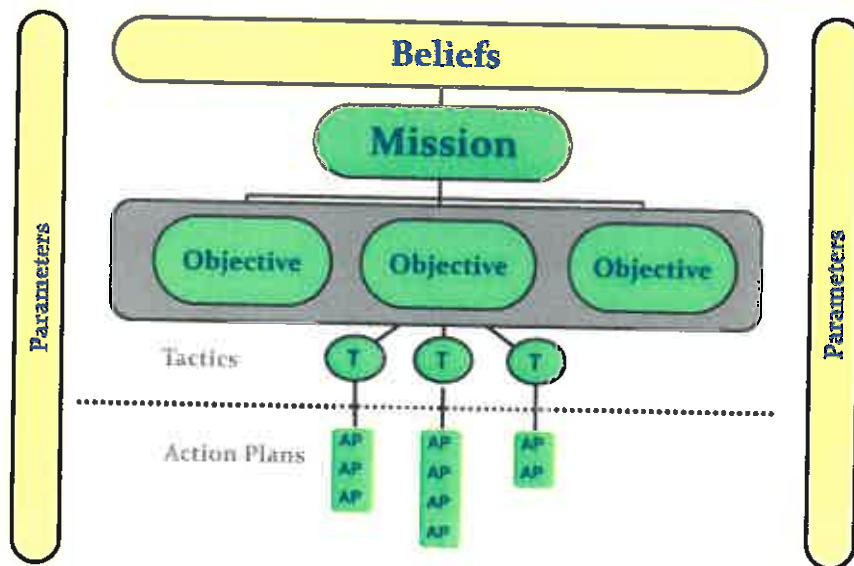


(Ref. E 1.23)

School Planning



School Plan



(Ref. E 1.24)

Site Planning Dates

School Site	Strategic Planning Dates
Boyd	January 10 & 11
Bemis	December 6 & 7
Casby	February 21 & 22
Curis	October 11 & 12
Dolfaban	November 8 & 9
Dunn	February 2 & 3
Fitzgerald	February 7 & 8
Garcia	February 14 & 15
Henry	December 1 & 2
Hughbanks	February 28 & March 1
Kelley	October 6 & 7
Kodyak	November 29 & 30
Morgan	October 4 & 5
Morris	November 17 & 18
Myers	January 12 & 13
Preston	January 19 & 20
Simpson	November 15 & 16
Trapp	February 9 & 10
Werner	February 23 & 24
Frisbie	January 24 & 25
Jelue	December 8 & 9
Kolb	November 1 & 2
Kucera	October 25 & 26
Rialto Midd	November 3 & 4
Carter	January 31 & Feb 1
Eisenhower	January 17 & 18
Rialto High	October 27 & 28

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Thank You Notes

- ❖ **Rialto Unified School District Board of Education**
- ❖ **REA, CSEA and RSMA Members**
- ❖ **Parents, Families and Community Members**
- ❖ **Rialto High School**
- ❖ **Sunrise Christian Church**
- ❖ **Cambrian Group**

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F GENERAL FUNCTIONS CONSENT



RIALTO UNIFIED SCHOOL DISTRICT

Business and Noninstructional Operations

BP 3311(a)

BIDS

The Board of Education is committed to promoting public accountability and ensuring prudent use of public funds. ~~In~~ **When** leasing, ~~or~~ purchasing, **or contracting** for equipment, materials, supplies, or services for the District, **including and** when contracting for public projects involving District facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the District, ~~such leases and purchases contracts~~ shall be made using competitive bidding.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3000 - Concepts and Roles)
(cf. 3300 - Expenditures and Purchases)

~~The Superintendent or designee shall establish comprehensive bidding procedures for the District in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.~~

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of ~~Public Contract Code 20111-20118.4~~ **regarding contracting after competitive bidding.** (Public Contract Code 20116, 22033)

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required and includes all information which the District knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

~~The Superintendent or designee shall develop the procedures to be used for rating bidders~~ For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101.

(cf. 9270 - Conflict of Interest)

(Ref. F 1.1)

BIDS (continued)

When calling for bids, the Superintendent or designee shall ensure that the bid specification clearly describes in appropriate detail the quality, delivery, and service required, and includes all information which the District knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the District, the District may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)

For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

*Legal Reference:*EDUCATION CODE17070.10-17079.30 *Leroy F. Greene School Facilities Act*17250.10-17250.55 *Design-build contracts*17406 *Lease-leaseback contract*17595 *Purchases through Department of General Services*17602 *Purchase of surplus property from federal agencies*38083 *Purchase of perishable foodstuffs and seasonable commodities*38110-38120 *Apparatus and supplies*39802 *Transportation services*GOVERNMENT CODE4217.10-4217.18 *Energy conservation contracts*4330-4334 *Preference of California-made materials*6252 *Definition of public record*53060 *Special services and advice*54201-54205 *Purchase of supplies and equipment by local agencies*PUBLIC CONTRACT CODE

Legal Reference (continued): (see next page)

BIDS (continued)

1102 Emergencies
 2000-2001 Responsive bidders
 3000-3010 Roofing projects
 3400 Bids, specifications by brand or trade name not permitted
 3410 United States produce and processed foods
 6610 Bid visits
 12200 Definitions, recycled goods, materials and supplies
 20101-20103.7 Public construction projects, requirements for bidding
 20103.8 Award of contracts
 20107 Bidder's security
~~20111~~ 20110-20118.4 Contracting by School districts
 20189 Bidder's security, earthquake relief
 22002 Definition of public project
 22030-22045 Alternative procedures for public projects (UPCCAA)
 22050 Alternative emergency procedures
 22152 Recycled product procurement

COURT DECISIONS

McGee v., Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261
Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739
Great West Contractors Inc. V. Irvine Unified School District, (2010) 187 Cal.App.4th 1425
Marshall v. Pasadena USD, (2004) 119 Cal.App.4th 1241
City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861
Konica Business Machines v. Regents of the University of California, (1998) 206 Cal.App.3d 449
ATTORNEY GENERAL OPINIONS
 89 Ops.Cal.Atty.Gen. 1 (2006)

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION PUBLICATIONS
Cost Accounting Policies and Procedures Manual
Frequently Asked Questions

WEB SITES

CSBA: www.csba.org
 California Association of School Business Officials: www.casbo.org
 California Uniform Construction Cost Accounting Commission:
http://www.sco.ca.gov/ard_cuccac.gtml

Policy

adopted: February 14, 2001

revised: March 12, 2014

revised:

Rialto Unified School District
 Rialto, California

Submitted by: Mohammad Z. Islam

Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. F 1.3)



RIALTO UNIFIED SCHOOL DISTRICT

Business and Noninstructional Operations

BP 3580(a)

DISTRICT RECORDS

The Board of Education recognizes the importance of securing and retaining District documents. The Superintendent or designee shall ensure that District records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)
(cf. 3440 - Inventories)

The Superintendent or designee shall consult with District legal counsel, site administrators, District information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of District documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

(cf. 0440 - District Technology Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 9011 - Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss or theft.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

~~In the event of any known or reasonably suspected breach of the security of District records containing confidential personal information including, but not limited to, a social security number, number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account, the Superintendent or designee shall immediately notify local law enforcement agencies and any affected persons. Notification of affected individuals may be delayed if a law enforcement agency determines that the notification would impede a criminal investigation.~~

(Ref. F 2.1)

DISTRICT RECORDS (continued)

If the District discovers or is notified that a breach of security of District records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

~~The Superintendent or designee shall ensure that employees receive information about the District's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.~~

~~*(cf. 4131/4231/4331 - Staff Development)*~~

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish District residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

DISTRICT RECORDS (continued)

Legal Reference:

EDUCATION CODE

- 35145 Public meetings
- 35163 Official actions, minutes and journal
- 35250-35255 Records and reports
- 44031 Personnel file contents and inspection
- 49065 Reasonable charge for transcripts
- 49069 Absolute right to access

CIVIL CODE

- 1798.29 Breach of security involving personal information

CODE OF CIVIL PROCEDURE

- 1985.8 Electronic Discovery Act
- 2031.010-2031.060 Civil Discovery Act, scope of discovery demand
- 2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

- 6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
- 6252-6265 Inspection of public records
- 12946 Retention of employment applications and records for two years

PENAL CODE

- 11170 Retention of child abuse reports

CODE OF REGULATIONS, TITLE 5

- 430 Individual student records; definition
- 432 Varieties of pupil records
- 16020-16022 Records-general provisions
- 16023-16027 Retention of records

UNITED STATES CODE, TITLE 20

- 1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

- 99.1-99.8 Family Educational Rights and Privacy Act

Management Resources:

WEB SITES

California Secretary of State <http://www.ss.ca.gov/safeathome>

Policy

adopted: June 23, 1999

revised: June 11, 2014

revised:

RIALTO UNIFIED SCHOOL DISTRICT

Rialto, California

Submitted by: Mohammad Z. Islam

Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. F 2.3)



RIALTO UNIFIED SCHOOL DISTRICT

Community Relations

BP 1325(a)

ADVERTISING AND PROMOTION

The Board of Education establishes this policy to ensure effective and consistent implementation of its directions related to advertisements and promotions by nonschool groups in school-sponsored publications, web sites, and social media and on school facilities. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

Nonpublic Forum

The Board believes that in order to maintain focus on academic achievement in District schools, students' exposure to the persuasive influence of marketing should be minimized. The Superintendent or designee shall not allow any advertisement from any nonschool group to be included in any District- or school-sponsored publication, web site, or social media, or to be posted on any school property such as scoreboards and billboards. In addition, no nonschool group's announcement, flyer, or other promotional material shall be disseminated by the District or distributed at any school facility or grounds.

The Superintendent or designee may approve: ~~the distribution of materials to students prepared by organizations which are school-sponsored or school-related. Materials approved for distribution shall further the District's intended purpose, directly benefit the students, support the basic educational mission of the district or be of intrinsic value to the students. Materials shall not promote any particular religious or political interest except as specified below.~~

1. **Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians**

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6162.8 - Research)

2. **Distribution of promotional materials of a commercial nature to students or parents/guardians**

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

ADVERTISING AND PROMOTION (continued)

- 3. Paid advertisements on school property, including, but not limited to, advertisements on billboards and scoreboards**
- 4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including websites and social media**
- 5. Products and materials donated by commercial enterprises for education use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product**

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed online, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply District endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include an official disclaimer stating that the District or school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent, principal, or designee shall not accept for distribution any materials or advertisements that:

- 1. Are lewd, obscene, libelous, or slanderous**

ADVERTISING AND PROMOTION (continued)

2. **Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools**
3. **Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act**

(cf. 1160 - Political Processes)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

4. **Proselytize or position the District on any side of a controversial issue**

(cf. 6144 - Controversial Issues)

5. **Discriminate against, attack, or denigrate any group on account of any unlawful consideration**

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

6. **Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, non-nutritious foods and beverages, and movies or products unsuitable for children**

(cf. 5030 - Student Welfare)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

7. **Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy**

(cf. 1321 - Solicitation of Funds from and by Students)

8. **Distribute unsolicited merchandise for which an ensuing payment is requested**

ADVERTISING AND PROMOTION (continued)

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the District, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

(cf. 0000 - Vision)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

~~Distribution of Political Materials~~

~~Neither the facilities, the name, the staff nor the students of the District, nor any part thereof shall be employed to advertise or otherwise promote the interests of any political or religious organization.~~

~~Nothing herein shall be construed to prevent advertising in student publications published by student organizations.~~

~~Political campaign, religious or commercial advertising materials shall not be distributed to any student or employee on District property except through U.S. Mail.~~

~~Distribution of Publicity for Community Organizations~~

~~Students may not be used as the agents for distributing non-school materials to the homes without the approval of the Superintendent or designee.~~

~~The basis for the decision to allow distribution of materials shall be as follows:~~

- ~~1. The campaign shall be educational in nature, preferably concerning children of school age;
and~~
- ~~2. It shall take a minimum amount of time to effect the schools' service~~

~~All requests from outside agencies regarding circulating their publicity materials through the medium of the schools shall be channeled through the office of the Superintendent or designee.~~

ADVERTISING AND PROMOTION (continued)

~~Service of this kind shall be limited to not more than once per year and shall not disrupt the school program.~~

~~(cf. 1160—Political Processes)~~

~~(cf. 1330—Use of School Facilities)~~

~~(cf. 4119.25/4219.25/4319.25—Political Activities of Employees)~~

Publications of the Board

~~The Superintendent or designee will be responsible for authorizing all Rialto Unified School District publications. Such publications may be sold at a reasonable price to persons outside of the district.~~

~~The District may accept paid advertising in publications, except for that prohibited by law and administrative regulation. The Superintendent or designee may prohibit advertisements which are inconsistent with district objectives and do not reasonably relate to the educational purpose of district sponsored publications. In addition, the Superintendent or designee may allow the distribution of promotional material of a commercial nature within the parameters of law and administrative regulation.~~

Distribution of Commercial Materials/Advertising

~~School sponsored publications, announcements and other school communications may accept paid advertising except for that prohibited by law and administrative regulation. The Superintendent or designee may prohibit advertisements which are inconsistent with school objectives. In addition, the Superintendent or designee may allow the distribution of promotional material of a commercial nature within the parameters of law and administrative regulation.~~

~~Students shall not be exploited to raise money, and time spent securing advertising shall not infringe upon the school program.~~

~~(cf. 5145.2—Freedom of Speech/Expression: Publications Code)~~

~~(cf. 6145.3—Publications)~~

~~Students shall not be required to view commercials during instructional time. Advertisements may be studied, however, as part of the consumer education curriculum.~~

ADVERTISING AND PROMOTION (continued)

~~Products and materials donated by commercial enterprises may be used in the classroom as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name or logo of the donor. The use of such materials does not imply District endorsement of any identified commercial products or services.~~

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

~~(cf. 3290—Gifts, Grants and Bequests)~~

~~(cf. 6161.11—Supplementary Instructional Materials)~~

~~Notwithstanding the aforementioned, the Superintendent or designee, with the approval of the Board, may enter into any exclusive or non-exclusive contract for the placement of advertisements in school facilities except for that prohibited by law or administrative regulation. The basis for the decision to enter into such advertising contracts shall be as follows:~~

- ~~1. The contract shall not provide for the placement of advertisements containing obscene, libelous, slanderous, or otherwise inappropriate content.~~
- ~~2. The contract shall not provide for the placement of advertisements inciting students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools.~~
- ~~3. The contract shall not provide for the placement of advertisements in or on instructional materials.~~
- ~~4. The contract shall not provide that the viewing of advertisements be part of the educational curriculum, unless such viewing has distinct educational value.~~
- ~~5. The contract shall not provide for the placement of advertisements in the schools where students are compelled to view them as a captive audience during instruction time.~~

~~The Superintendent or designee shall ensure compliance with any limitation concerning the duration of contracts for services and supplies pursuant to the Educational Code.~~

~~(cf. 3312—Business and Non-Instructional Operations)~~

Legal Reference: (see next page)

ADVERTISING AND PROMOTION (continued)

Legal Reference:

CALIFORNIA CONSTITUTION

Article 1, Section 2 Free Speech rights

EDUCATION CODE

7050-7058 Political activities of school officers and employees

17596 Duration of continuing contracts for services and supplies

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

35182.5 Sale of advertising products

38130-38138 Civic Center Act

48907 Student exercise of free expression

51520 School premises; prohibited solicitations

60048 Commercial brand names, products, logos

60200 Adoption of list of basic instructional materials

BUSINESS AND PROFESSIONS CODE

22961 Advertisements of tobacco products

25664 Advertisements encouraging minors to drink

U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

COURT CASES

Hills v. Scottsdale Unified School District 48, (2003) 329 F.3d 1044

DiLoreto v. Downey Unified School District Board of Education, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No 96-1623

Henry v. School Board of Colorado Springs, (D. Col. 1991) 760 F.Supp.856

Bright v. Los Angeles Unified School District (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 450

Dawson v. East Side Union High School District (1994) 28 Cal.App.4th 998, 34 Cal.Rptr.2d108

Lehman v. Shaker Heights (1974) 418 U.S. 298

Management Resources:

CSBA PUBLICATIONS

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

WEB SITES

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

Policy

adopted: May 26, 1999

revised: November 4, 2009

revised:

RIALTO UNIFIED SCHOOL DISTRICT

Rialto, California

Submitted by: Syeda Jafri

Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. F 3.7)



RIALTO UNIFIED SCHOOL DISTRICT

Community Relations

BP 1431(a)

WAIVERS

The Board of Education recognizes that strict compliance with the law may sometimes hinder the District's ability to provide its students with an effective, well-rounded education program.

When it is in the interest of District students, the Board may request that the State Board of Education (SBE) waive any provision of state or federal law or regulation which it has authority to waive pursuant to Education Code 33050.

~~The Board of Education may request that the State Board of Education waive certain provisions of the Education Code, Title 5 regulations, or the federal law when such provisions prevent the district from offering its students the best possible educational program. The Superintendent or designee, advisory committees, or site councils shall identify the need for the Board to submit waiver requests and shall provide the Board with the necessary information to analyze the need for the waiver.~~

~~The Board shall hold a properly noticed public hearing on all waiver requests. (Education Code 33050)~~

~~(cf. 9320 - Meetings and Notices)~~

~~The Board shall include the exclusive employee representative in the development of the waiver.~~

~~(cf. 4140/4240 - Bargaining Units)~~

~~A waiver request must include a statement as to whether the exclusive employee representative participated in the development of the waiver and the exclusive employee representative's position on the waiver. Waiver requests shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33051)~~

~~If the waiver affects a program that requires the existence of a School Site Council, the School Site Council shall first approve the request.~~

Any waiver request to be submitted to the SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

(Ref. F 4.1)

WAIVERS (continued)

Prior to presenting the proposed request for Board approval, the Superintendent or designee shall consult with and obtain the approval of any advisory committee or site council when required by law.

(cf. 0420 - School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 1220 - Citizen Advisory Committees)

~~For general waivers, the request to the State Board of Education shall include a statement as to whether the exclusive employee representative participated in the development of the waiver and the exclusive employee representative's position on the waiver. General waiver requests shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33050)~~

In addition, the Superintendent or designee shall involve the exclusive representative of District employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050)

(cf. 4140/4240/4340 - Bargaining Unit)

To receive public testimony on each waiver request proposal, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

The notice, which shall state the time, date, location, and subject of the public hearing, may be printed in a newspaper of general circulation or posted on the District's website, and at each school and three public places in the District.

(cf. 9320 - Meetings and Notices)

When the District has requested and received the same general waiver from the SBE for two consecutive years, the Board is not required to reapply annually if the information contained on the request remains current. However, the District shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

Legal Reference: (see next page)

WAIVERS (continued)*Legal Reference:***EDUCATION CODE**

305-311 Structured English immersion program; parental exception waivers
5000-5033 Governing board elections
8750-8754 Grants for conservation education
10400-10407 Cooperative improvement programs
17047.5 Facilities used by special education students
17291 Portable school buildings
33050-33053 General waiver authority
37202 Equity length of time
41000-41360 School finance
41381 Minimum school day
41600-41854 Computation of allowances
41920-42842 Budget requirements; local taxation by school districts
44520-44534 New program for careers
44666-44669 School-Based Management and Advanced Career Opportunities
44681-44689 Administrator Training and Evaluation
45108.7 Maximum number of senior management positions
48660-48666 Community day schools
48800 Attendance at community college
49550-49560 Meals for needy students
51224.5 Algebra instruction
51745.6 Charter school independent study ratio
51870-51874 Educational technology
~~52053-52055.55 Immediate Intervention for Underperforming Schools Program~~
~~52055.600-52055.662 High Priority Schools Grant Program~~
52080-52090 Class size reduction grade 9
52122.6-52122.8 Class size reduction - impacted school sites
52160-52178 Bilingual-Bicultural Education Act of 1976
52180-52186 Bilingual teacher waiver
52200-52212 Gifted and Talented Pupils Program
52340-52346 Career Guidance Centers
52522 Plans for adult education
52850-52863 School-Based Coordinated Program
54000-54028 Disadvantaged Youth Program
54100-54145 Miller-Unruh Basic Reading Program
54407 Waiver for compensatory education programs
56000-56867 Special education programs
58407 Waiver related to individualized instruction program
58900-58928 Restructuring demonstration programs
60119 Public hearing on sufficiency of instructional materials
~~60422 Instructional materials funding realignment program~~
60851 High school exit examination, waiver for student with disabilities

Legal Reference continued: (see next page)

WAIVERS (continued)

CODE OF REGULATIONS, TITLE 5

1032 Academic Performance Index

3100 Resource specialist caseload waivers

3945 Cooperative programs

9531 Instructional materials funding

11960 Charter school attendance

11963.4 Charter school percentage funding

13017 Waivers, compensatory education *New Careers in Education Program*

13044 Waivers, compensatory education *Professional Development and Program Improvement Programs*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities in Education Act*

7115 *Safe and Drug Free Schools, authorized activities*

Management Resources:

WEB SITES

California Department of Education, Waiver Office: <http://www.cde.ca.gov/re/tr/wr>

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

Policy

adopted: May 26, 1999

revised: August 9, 2000

revised: October 12, 2005

revised:

RIALTO UNIFIED SCHOOL DISTRICT

Rialto, California

Submitted by: Syeda Jafri

Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. F 4.4)



RIALTO UNIFIED SCHOOL DISTRICT

Certificated Personnel

BP 4131.1(a)

~~BEGINNING TEACHER SUPPORT/INDUCTION~~ TEACHER SUPPORT AND GUIDANCE

The Board of Education recognizes **the link between teacher effectiveness and student learning and desires to provide structured, individualized support and guidance to teachers as necessary to enhance their performance and support teacher retention. The Superintendent or designee shall develop a program of that intensive professional development and consultation to help support will to help interns and beginning teachers apply their academic preparation more effectively in the classroom and to assist other teachers who need additional development in subject matter knowledge, instructional methods, and/or classroom management. Beginning teachers apply their academic preparation more effectively in the classroom and result in greater retention of capable beginning teachers. The Superintendent or designee shall ensure that first and second year teachers receive individualized guidance to help them make an effective transition into the teaching career.**

~~(cf. 4131 – Staff Development)
(cf. 4112.21 – Interns)~~

The Superintendent or designee shall coordinate individualized teacher support and guidance activities developed pursuant to this policy and with other District staff development programs and staff evaluation processes.

~~(cf. 4115 – Evaluations/Supervision)
(cf. 4131 – Staff Development)~~

~~The Superintendent or designee shall inform beginning teachers about induction programs that are available to help them fulfill the requirements of the professional clear multiple or single subject teaching credential pursuant to Education Code 44259.~~

~~(cf. 4112.2 – Certification)
(cf. 4112.21 – Interns)
(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)~~

Teachers may volunteer to participate in a teacher support and guidance program or may be referred to such services based on their performance evaluation.

(Ref. F 5.1)

BEGINNING TEACHER SUPPORT/INDUCTION (continued)
TEACHER SUPPORT AND GUIDANCE

Support providers shall be experienced certificated personnel who are knowledgeable about teacher development and needed competencies and have strong interpersonal and communication skills.

Support may include, but is not limited to, classroom observations, regular meetings with the support provider, and an individualized plan for professional development or course work that takes into consideration the teacher's assignment and prior preparation and experience. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all participants.

The Superintendent or designee shall ensure the timely assignment of qualified support providers to participating teachers and for reassignment as needed. He/she shall also ensure that each support provider receives appropriate training to serve in a support capacity and is provided adequate time and resources to assist other teachers.

The District may provide a stipend to support providers in accordance with the collective bargaining agreement and District budget.

(cf. 3100 – Budget)

(cf. 4141/4241 – Collective Bargaining Agreement)

The performance of a participating teacher shall be monitored by the support provider, Superintendent or designee, and/or a panel of teachers and administrators in order to determine whether the teacher has met program goals and to make recommendations for follow-up support or employment action, as appropriate.

(cf. 4112.6/4212.6/4312.6 – Personnel Files)

(cf. 4117.4 – Dismissal)

(cf. 4117.6 – Decisions Not to Rehire)

(cf. 4118 – Suspension/Disciplinary Action)

The Superintendent or designee shall regularly evaluate the District's teacher support and guidance programs and shall report to the Board regarding program effectiveness in meeting District goals for teacher quality and retention. Evaluation reports may include, but are not limited to, data on program enrollment and completion, subsequent retention rates of participating teachers, and interviews or surveys of program participants.

BEGINNING TEACHER SUPPORT/INDUCTION (continued)
TEACHER SUPPORT AND GUIDANCE

(cf. 0500 – Accountability)

District-Sponsored Beginning Teacher Induction Program

The Superintendent or designee shall inform beginning teachers who possess a preliminary credential about induction programs or other options that are available to help them fulfill the requirements of the clear multiple subject, single subject, or education specialist credential pursuant to Education Code 44259.

(cf. 4112.2 – Certification)

(cf. 4112.24 – Teacher Qualification Under no Child Left Behind Act)

The District's beginning teacher induction program shall meet program standards adopted by the CTC and shall support beginning teachers in meeting the competencies described in the California Standards for the Teaching Profession.

~~When approved by the California Commission on Teacher Credentialing (CCTC) and the Superintendent of Public Instruction, the district may serve as a sponsor of an induction program. The program shall support beginning teachers in meeting the competencies described in the California Standards for the Teaching Profession adopted by the CCTC, state-adopted academic content standards and performance levels for students and state-adopted curriculum frameworks.~~

~~*(cf. 6011 – Academic Standards)*~~

~~Participation in the induction program shall be voluntary. (Education Code 44279.1)~~

~~Each participating teacher shall be assigned to a support provider who is an experienced teacher, knowledgeable about beginning teacher development and needed competencies, and effective in interpersonal and communication skills. The Superintendent or designee shall develop processes for identifying support providers and pairing the providers with participating teachers.~~

~~Professional development provided to a participating teacher shall be based on an individual induction plan which takes into consideration the teacher's prior preparation and experience. The participating teacher's knowledge and classroom practice shall be regularly assessed using multiple measures, and the results shall be used to monitor and revise subsequent individual induction plans.~~

BEGINNING TEACHER SUPPORT/INDUCTION (continued)
TEACHER SUPPORT AND GUIDANCE

The beginning teacher's knowledge and classroom practice shall be regularly assessed using multiple measure and the results shall be used to monitor and revise individual induction plans. The Superintendent or designee shall maintain a complete record of each participating teacher's participation and progress toward completion of professional credential requirements.

When the teacher has successfully completed the induction program, the Board shall recommend to the CTC that he/she be awarded a clear teaching credential.

~~The Superintendent or designee shall conduct an annual evaluation of the induction program and shall report to the Board regarding its effectiveness in meeting District program goals and state standards.~~

(cf. 0500 - Accountability)

(cf. 9000 - Role of the Board)

Legal Reference:

EDUCATION CODE

~~41520-41522 Teacher Credentialing Block Grant~~

~~41530-41532 Professional Development Block Grant~~

44259 Credential requirements

44259.5 Standards for professional preparation programs

44275.4 Credential requirements, induction, out-of-state teachers

~~44279.1-44279.7 Beginning Teacher Support and Assessment Program (BTSAP)~~

44325-44328 District interns

44450-44468 University interns

44830.3 Interns, professional development and guidance

CODE OF REGULATIONS, TITLE 5

6100-6125 Teacher qualifications, No Child Left Behind Act

80021 Short-term staff permit

80021.1 Provisional internship permit

80026.5 Orientation, guidance, and assistance for emergency permit holders

80033 Intern teaching credential

80055 Intern credential

80413 Credential requirements

80413.3 Credential requirements; teachers with out-of-state credentials

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

6601-6702 Preparing, training and recruiting high quality teachers and principals

7801 Definitions, highly qualified teacher

Management Resources: (see next page)

(Ref. F 5.4)

BEGINNING TEACHER SUPPORT/INDUCTION (continued)
TEACHER SUPPORT AND GUIDANCE

Management Resources:

CTC PUBLICATIONS

BP 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev. February 2014

Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners, Program Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013

Multiple and Single Subject Induction Programs (program standards, preconditions, and language addressing the teaching of English learners), rev. January 2013

Induction Manual: A Credential Application Processing Guidebook for Commission Approved Induction Programs, June 2004

Final Report on the Individual Implementation of the Beginning Teacher Support and Assessment Program, 2003

Standards of Quality and Effectiveness for Professional Teacher Induction Programs (SB 2042), March 2002

California Standards for the Teaching Profession, 1997 October 2009

CDE PUBLICATIONS

NCLB Teacher Requirements Resource Guide, March 2004

WEB SITES

Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California Teachers Association: <http://www.cta.org>

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

Policy
adopted: July 12, 2006
revised:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California

Submitted by: Rhonda Kramer
Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. F 5.5)



RIALTO UNIFIED SCHOOL DISTRICT

Classified Personnel

BP 4231(a)

STAFF DEVELOPMENT

The Board of Education recognizes that classified staff does essential work that supports a healthy school environment and the education program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain as appropriate in order to meet changing conditions in the District, and/or enhance personal growth.

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 4200 - Classified Personnel)

(cf. 4261.3 - Professional Leaves)

The Superintendent or designee shall involve classified staff, site and District administrators, and others, as appropriate, in the development of the District's staff development program. He/she shall ensure that the District's staff development program is aligned with District goals, school improvement objectives, the local control and accountability plan, and other District and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Schools)

Staff development may address general workplace skills and/or skills and knowledge specific to the duties of each classified position, including, but not limited to, the following topics: (Education Code 45391)

1. Student learning and achievement
 - a. How paraprofessionals can assist teachers and administrators to improve the academic achievement of students
 - b. Alignment of curriculum and instructional materials with Common Core State Standards

(Ref. F 6.1)

STAFF DEVELOPMENT (continued)

- c. The management and use of state and local student data to improve student learning
- d. Best practices in appropriate interventions and assistance to at-risk students

(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 5121 - Grades/evaluation of Student Achievement)
(cf. 5123 - Promotion/Acceleration/Retention)
~~*(cf. 5149 - At Risk Students)*~~
(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

2. Student and campus safety

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.5 - Sex Offender Notification)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
~~*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*~~
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

3. Education technology, including management strategies and best practices regarding the use of education technology to improve student performance

(cf. 0440 - District Technology Plan)
~~*(cf. 1114 - District Sponsored Media)*~~
(cf. 4040 - Employee Use of Technology)
(cf. 6163.4 - Student Use of Technology)

4. School facility maintenance and operations, including new research and best practices in the operation and maintenance of school facilities, such as green technology and energy efficiency, that help reduce the use and cost of energy at school sites

STAFF DEVELOPMENT (continued)

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)

5. Special education, including best practices to meet the needs of special education students and to comply with any new state and federal mandates

(cf. 6159 - Individualized Education Program)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

6. School Transportation and bus safety

(cf. 3540 - Transportation)
(cf. 3541 - Transportation for School-Related Trips)
(cf. 3541.2 - Transportation for Student with Disabilities)
(cf. 3542 - Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)

7. Parent involvement, including ways to increase parent involvement at school sites

(cf. 1240 - Volunteer Assistance)
(cf. 6020 - Parent Involvement)

8. Food service, including ~~new research on~~ food preparation to provide nutritional meals, food safety, and food management

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5030 - Student Wellness)

9. Health, counseling, and nursing services

(cf. 5141 - Health Care and Emergencies)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.24 - Specialized Health Care Services)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5141.3 - Health Examinations)

STAFF DEVELOPMENT (continued)

(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

10. Environmental safety, including pesticides and other possibly toxic substances so that they may be safely used at school sites

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 6161.3 - Toxic Art Supplies)

For classroom instructional aides or other classified staff involved in direct instruction of students, staff development activities may also include academic content of the core curriculum, teaching strategies, classroom management, or other training designed to improve student performance, conflict resolution, and relationships among students. **Such professional learning opportunities shall be evaluated based on criteria specified in Education Code 44277 and BP 4131 – Staff Development.**

~~*(cf. 4131 – Staff Development)*~~

The District's staff evaluation process may be used to recommend additional **individualized** staff development for individual employees.

(cf. 4215 - Evaluation/Supervision)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

~~41530-41533 Professional Development Block Grant~~

44032 Travel expense payment

44277 Professional growth programs for individual teachers

Legal Reference continued: (see next page)

STAFF DEVELOPMENT (continued)

45380-45387 Retraining and study leave (classified employees)
44390-44392 Professional development for classified school employees
52060-52077 Local control and accountability plan
56240-56245 Staff development; service to persons with disabilities

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

California School Employees Association: <http://www.csea.com>

Policy
adopted: December 8, 2010
revised:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California
CSBA, January 2014

Submitted by: Rhonda Kramer
Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.



RIALTO UNIFIED SCHOOL DISTRICT

Students

BP 5113.1(a)

CHRONIC ABSENCE AND TRUANCY

The Board of Education believes that excessive ~~student~~ absenteeism ~~and tardiness~~, whether caused by excused or unexcused absences, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities **provided by the District.**

(cf. 5113 – Absences and Excuses)

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students ~~classified as who are~~ chronic absentees and truants, as defined in law and administrative regulation, **and to identify patterns of absence throughout the District. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates for all District students, for each school, and for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be disaggregated and used in the development of annual goals and specific actions for student attendance and engagement and for inclusion in the District's local control and accountability plan and other applicable school and District plans.**

(cf. 0400 – Comprehensive Plans)

(cf. 0420 – School Plans/Site Councils)

(cf. 0450 – Comprehensive Safety Plan)

(cf. 0460 – Local Control and Accountability Plan)

The Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

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

(Ref. F 7.1)

CHRONIC ABSENCE AND TRUANCY (continued)

(cf. 0450 – Comprehensive Safety Plan)
(cf. 5126 – Awards for Achievement)
(cf. 5131 – Conduct)
(cf. 5131.2 – Bullying)
(cf. 5137 – Positive School Climate)
(cf. 5141.6 – School Health Services)
(cf. 5145.3 – Nondiscrimination/Harassment)

The Superintendent or designee shall work with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy. He/she also may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to ensure that alternative educational programs and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.

(cf. 1020 – Youth Services)
(cf. 5030 – Student Welfare)
(cf. 5146 – Married/Pregnant/Parenting Students)
(cf. 5147 – Dropout Prevention)
(cf. 5149 – At-Risk Students)
(cf. 6158 – Independent Study)
(cf. 6164.2 – Guidance/Counseling Services)
(cf. 6164.5 – Student Success Teams)
(cf. 6173 – Education for Homeless Children)
(cf. 6173.1 – Education for Foster Youth)
(cf. 6173.2 – Education of Children of Military Families)
(cf. 6175 – Migrant Education Program)
(cf. 6179 – Supplemental Instruction)
(cf. 6181 – Alternative Schools/Programs of Choice)
(cf. 6183 – Home and Hospital Instruction)
(cf. 6184 – Continuation Education)
(cf. 6185 – Community Day School)

Students who are identified as truants shall be subject to the interventions specified in law and administrative regulation.

A student's truancy, tardiness, or other absence from school shall not be the sole basis for his/her out-of-school suspension or expulsion. Alternative disciplinary strategies and positive reinforcement for attendance shall be used whenever possible.

(Ref. F 7.2)

CHRONIC ABSENCE AND TRUANCY (continued)*(cf. 5144 – Discipline)**(cf. 5144.1 – Suspension and Expulsion/Due Process)*

~~The Superintendent or designee shall regularly analyze data on student absence to identify patterns of absence districtwide and by school, grade level, and student population. Such data shall be used to identify common barriers to attendance, prioritize resources for intervention, and monitor progress over time.~~ The Superintendent or designee shall periodically report to the Board regarding the District's progress in improving student attendance rates for all students and for each numerically significant student population. ~~this~~ Such information to the Board for purposes of ~~shall be used to~~ evaluating the effectiveness of strategies implemented to reduce chronic absence and truancy and to making changes as needed. As appropriate, the Superintendent or designee also shall ~~provide this information to key school staff and community agency partners to engage them~~ school staff in program evaluation and improvement and in identification of how to best allocate available community resources.

School Attendance Review Board

In accordance with law and administrative regulation, habitual truants may be referred to a school attendance review board (SARB).

The Board may submit a nomination to the County Superintendent of Schools for a person who will serve on the county SARB as a representative of school districts. (Education Code 48321)

The Board shall appoint members of the District's SARB, who may include, but are not limited to, a parent/guardian as well as representatives of the District; county probation department; county welfare department; county office of education; law enforcement agencies; community-based youth service centers; school guidance personnel; child welfare and attendance personnel; school or county health care personnel; ~~and~~ school, county, or community mental health personnel; **the county district attorney's office; and the county public defender's office.** (Education Code 48321)

The District's SARB shall operate in accordance with Education Code 48320-48325 and procedures established by the Superintendent or designee.

CHRONIC ABSENCE AND TRUANCY (continued)*Legal Reference:*EDUCATION CODE*1740 Employment of personnel to supervise attendance (County Superintendent)**37223 Weekend classes**41601 Reports of average daily attendance**46000 Records (attendance)**46010-46014 Absences**46110-46119 Attendance in kindergarten and elementary schools**46140-46147 Attendance in junior high and high schools**48200-48208 Children ages 6-18 (compulsory full-time attendance)**48225.5 Work permits, entertainment and allied industries**48240-48246 Supervisors of attendance**48260-48273 Truants**48290-482967 Failure to comply; complaints against parents**48320-48325 School attendance review boards**48340-47341 Improvement of student attendance**48400-48403 Compulsory continuation education**48900 Suspension and expulsion**49067 Unexcused absences as cause of failing grade**52052 Academic Performance Index; numerically significant student subgroups**60901 Chronic absence*GOVERNMENT CODE*54950-54963 The Ralph M. Brown Act*PENAL CODE*270.1 Chronic truancy; parent/guardian misdemeanor**272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy**830.1 Peace officers*VEHICLE CODE*13202.7 Driving privileges; minors; suspension or delay for habitual truancy*WELFARE AND INSTITUTIONS CODE*256-258 Juvenile hearing officer**601-601.4 Habitually truant minors**11253.5 Compulsory school attendance*CODE OF REGULATIONS, TITLE 5*306 Explanation of absence**420-421 Record of verification of absence due to illness and other causes**15497.5 Local control and accountability plan template*COURT DECISIONS*L.A. v. Superior Court of San Diego County, (2012) Cal.App.4th 976*

CHRONIC ABSENCE AND TRUANCY (continued)

Management Resources:

CSBA PUBLICATIONS

Attendance Awareness Month, Fact Sheet, September 2014

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

ATTENDANCE WORKS PUBLICATIONS

Count Us In! Working Together to Show that Every School Day Matters, 2014

The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagements, 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Attendance Review Board Handbook, 2012 2015

School Attendance Improvement Handbook, 2000

WEB SITES

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

Attendance Works: <http://www.attendanceworks.org>

California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>

California Department of Education: <http://www.cde.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>

California School Climate, Health, and Learning Survey System: <http://www.cal-schls.wested.org>

OnTrackCA: <http://ontrackca.org>

Policy
adopted: November 1999
revised: June 26, 2013
revised:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California

Submitted by: Jinane Annous, Ed.D.
Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. F 7.5)



RIALTO UNIFIED SCHOOL DISTRICT

Instruction

BP 6163.4(a)

STUDENT USE OF TECHNOLOGY

The Board of Education intends that technological resources provided by the District be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning. **All students using these resources shall receive instruction in their proper and appropriate use.**

(cf. 0440 - District Technology Plan)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4040 - Employee Use of Technology)
~~*(cf. 5131 - Conduct)*~~
(cf. 6163.1 - Library Media Centers)

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of District ~~equipment~~ **technology**, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with **Board policy** ~~District regulations~~ and the District's Acceptable Use Agreement.

~~*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*~~
~~*(cf. 5144 - Discipline)*~~
~~*(cf. 5144.1 - Suspension and Expulsion/Due Process)*~~
~~*(cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities)*~~
~~*(cf. 5145.12 - Search and Seizure)*~~

District technology includes, but is not limited to, computers, the District's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smart phones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

(Ref. F 8.1)

STUDENT USE OF TECHNOLOGY (continued)

Before a student is authorized to use the District's technology ~~real~~ resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement. ~~specifying user obligations and responsibilities.~~ In that agreement, the student and his/her parent/guardian shall agree not to hold the District or any District staff responsible for the failure of any technology protection measures, ~~violations of copyright restrictions,~~ or user mistakes or negligence. ~~They~~ and shall also agree to indemnify and hold harmless the District and District ~~personnel~~ staff for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

~~The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the District's technological resources and to help ensure that the District adapts to changing technologies and circumstances.~~

The District reserves the right to monitor student use of technology within the jurisdiction of the District without advance notice or consent. Students shall be informed that their use of District technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the District for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the District technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, District policy, or school rules.

(cf. 5145.12 - Search and Seizure)

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any District student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

(cf. 5125 - Student Records)

Whenever a student is found to have violated Board policy or the District's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the District's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

STUDENT USE OF TECHNOLOGY (continued)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities)

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using District technology and to help ensure that the District adapts to changing technologies and circumstances.

~~Use of District Equipment for Online Services/Internet Access~~ *Internet Safety*

The Superintendent or designee shall ensure that all District equipment with Internet access have a technology protection measure that **protects against blocks or filters** Internet access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC 6777; 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. ~~Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.~~

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The District Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs

(Ref. F 8.3)

STUDENT USE OF TECHNOLOGY (continued)

- (cf. 5131 - Conduct)*
- (cf. 5131.2 - Bullying)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*
- (cf. 5145.9 – Hate Motivated Behavior)*

2. **Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy District equipment or materials or manipulate the data of any other user, including so-called “hacking”**
3. **Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other personal with the intent to threaten, intimidate, harass, or ridicule that person**

~~The Superintendent or designee also shall establish regulations to address the safety and security of students and student information when using e-mail, chat rooms, and other forms of direct electronic communication.~~

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

~~Student use of District equipment to access social networking sites not related to the instructional program is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on District equipment with Internet access.~~

Legal Reference: (see next page)

(Ref. F 8.4)

STUDENT USE OF TECHNOLOGY (continued)

Legal Reference:

EDUCATION CODE

49073.6 Student records; social media

51006 Computer education and resources

51007 Programs to strengthen technological skills

~~51870-51874 Education technology~~

60044 Prohibited instructional materials

PENAL CODE

313 Harmful Matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

6777 Internet Safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

COURT DECISIONS

New Jersey v. T.L.O., 91985) 469 U.S. 325

Management Resources: (see next page)

(Ref. F 8.5)

STUDENT USE OF TECHNOLOGY (continued)

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

MY SPACE.COM PUBLICATIONS

The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues

WEB SITES

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

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

~~California Department of Education:~~ <http://www.cde.ca.gov>

Center for Safe and Responsible Internet Use: <http://csriu.org> and <http://cyberbully.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/children.html>

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

Web Wise Kids: <http://www.webwisekids.org>

Policy
adopted: September 22, 1999
revised: April 22, 2015
revised:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California
CSBA, July 2015

Submitted by: Jinane Annous, Ed.D.
Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. F 8.6)



RIALTO UNIFIED SCHOOL DISTRICT

Instruction

BP 6200(a)

ADULT EDUCATION

The Board of Education ~~recognizes~~ **believes** that education is a lifelong process and that it is important for individuals to continuously develop new skills. **Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion or requirements for high school graduation.**

The Superintendent or designee ~~shall develop and oversee the district's adult education program.~~ **The Board shall approve all courses to be offered in this program shall recommend, for approval by the Board and the California Department of Education, new courses to be offered through the District's adult education program.**

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

To ensure efficient and coordinated adult education services, the District shall collaborate with other local educational agencies and the community college district in the region's adult education consortium. The District shall participate in the consortium's identification of the education needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of District services, and improve students' transitions into postsecondary education and the workforce.

The District's representative to the region's adult education consortium shall be designated by the Board. (Education Code 84905)

(cf. 9140 - Board Representatives)

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high quality professional development to continuously enhance their knowledge and skills.

(Ref. F 9.1)

ADULT EDUCATION (continued)

(cf. 4112.2 - Certification)
(cf. 4131 - Staff Development)

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. (Education Code 52505, 52513)

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

- 1. At least one term in the adult elementary program**
- 2. Overall eighth-grade placement on a recognized standardized achievement test**

Adult education students who fulfill the District's graduation requirements shall receive a diploma of high school graduation.

(cf. 6142.7 - Physical Education and Activity)
(cf. 6146.1 - High School Graduation Requirements)

The Superintendent or designee shall regularly report to the Board on the effectiveness of the District's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

8500-8538 Adult education

10200 CalWORKs education and job training plan

41976-41976.2 Adult education; authorized classes and courses

44260.2-4260.3 Credential requirements, designated subjects adult education credential

Legal Reference continued: (see next page)

ADULT EDUCATION (continued)

44865 *Qualifications for home teachers and teachers in special classes*

46190-46192 *Adult school; days of attendance*

46300.1-46300.4 *Independent study*

~~46351-46352 *Adult classes*~~

51040 *Prescribed courses*

51056 *Adult education course of study*

51225.3 *Requirements for graduation*

~~51241 *Temporary or permanent exemption from Physical education exemptions*~~

~~51242 *Exemption from physical education for athletic program participants*~~

~~51246 *Exemption from Physical education exemptions for certain students in grade 12*~~

51730-51732 *Elementary school special day and evening classes*

51745-51749.6 *Independent Study*

51810-51815 *Community service classes*

52500-52523 *Adult schools*

52530-52531 *Use of hospitals*

52540-52544 *Adult English classes*

52550-52556 *Classes in citizenship*

52570-52572 *Disabled adults*

52610-52616.24 *Finances*

52651-52656 *Immigrant Workforce Preparation Act*

52900-52904 *Alternative education and work centers for high school dropouts*

60410 *Books for adult classes*

84830 *Adult education consortium*

84900-84920 *Adult Education Block Grant*

WELFARE AND INSTITUTIONS CODE

11320-11329.5 *CalWORKs, including education and job training*

CODE OF REGULATIONS, TITLE 5

10501 *Adult education*

10508 *Records and reports*

10530-1056034 *Standards*

~~10600-10615 *Adult education innovation*~~

80034 *Teaching credentials, adult education*

80034.5 *Adult education, substitute teachers*

80036-80036.4 *Requirements for designated subjects adult education credential*

80040.2-80040.2.7 *Programs of personalized preparation for the designated subjects adult education teaching credentialing*

UNITED STATES CODE, TITLE 8

~~1184 *Foreign students*~~

UNITED STATES CODE, TITLE 20

2301-2415 *Carl D. Perkins Career and Technical Education Act*

UNITED STATES CODE, TITLE 29

3101-3255 *Workforce Innovation and Opportunity Act*

3271-3333 *Adult Education and Family Literacy Act*

ADULT EDUCATION (continued)

Management Resources:

CDE CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Adult Education Handbook for California 2005

Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12/02, April 24, 2013

CDE LEGAL ADVISORIES

0319.97 Amendments to F-1 Student Visa Requirements, LO: 1-97

CDE MANAGEMENT ADVISORIES

0600.92 Using Independent Study in Adult Education Programs: An Option

CDE PROGRAM ADVISORIES

0609.88 Education Fees for F-1 Visa Students

0622.87 Discrimination Against the Handicapped in Adult Education Programs

WEBSITES

California Council for Adult Education: <http://www.ccaestate.org>

California Department of Education: <http://www.cde.ca.gov/sp/ae>

*California Department of Industrial Relations, Division of Apprenticeship Standards:
<https://www.dir.ca.gov/das>*

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

Comprehensive Adult Student Assessment Systems: <https://www.casas.org>

Policy
adopted: September 22, 1999
revised:

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California
CSBA, May 2016

Submitted by: Jinane Annous, Ed.D.

Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. F 9.4)

G INSTRUCTION CONSENT

**RESOLUTION NO. 16-17-17
RESOLUTION OF THE BOARD OF EDUCATION OF
THE RIALTO UNIFIED SCHOOL DISTRICT**

NATIONAL RED RIBBON WEEK

October 19, 2016

WHEREAS, National Red Ribbon Week, a successful component of an alcohol and drug abuse prevention campaign, is being observed during the week of October 23-31, 2016, in every community in the United States with the unifying theme, "You Only Live Once"; and

WHEREAS, National Red Ribbon Week offers all citizens the opportunity to encourage and foster an attitude toward healthy, drug-free and alcohol-free lifestyles; productivity; and

WHEREAS, chemical dependencies not only cripple the individual directly, but also family, workplace, friends, communities, and society at-large through violent crime and lower productivity; and

WHEREAS, alcohol and drug abuse has reached epidemic stages in the United States, making it imperative that communities launch drug prevention education programs; and

WHEREAS, children of parents who talk to their teens regularly about drugs are 42% less likely to use drugs than those who don't; yet, only a quarter of teens report having these conversations; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth medical professionals, senior citizens, military personnel, sports teams, and individuals will demonstrate their commitment and total support for drug and alcohol abuse-free, healthy lifestyles by wearing and displaying red ribbons during this week-long education and awareness campaign.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Rialto Unified School District declares the week of October 23-31, 2016, as National Red Ribbon Week and encourages all teachers, support staff and students to participate in alcohol and drug prevention education programs and activities.

Nancy G. O'Kelley, President

Dina Walker, Vice President

Joseph W. Martinez, Clerk

Joseph Ayala, Member

Edgar Montes, Member

Submitted by: Edward D'Souza, Ph.D.

Reviewed by: Jinane Annous, Ed.D.

Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. G 1.1)

**FUTURE BUSINESS LEADERS OF AMERICA
LEADERSHIP DEVELOPMENT INSTITUTE 2016
CALIFORNIA FUTURE BUSINESS LEADERS OF AMERICA**

October 19, 2016

The Eisenhower High School Future Business Leaders of America (FBLA) Club, requests the Board of Education approve a trip to the Riverside Convention Center, on November 5-6, 2016, for four (4) students and two (2) adult supervisors to attend the 2016 FBLA Leadership Development Institute.

The conference is designed to help officers develop their competitive business and leadership skills through taking practice tests and attending workshops. This conference will help prepare our students for the state and national conferences.

The participants and adult supervisors will depart Eisenhower High School on November 5, 2016, at 6:45 a.m., and return to Eisenhower High School by 2:00 p.m. on November 6, 2016. Lodging will be in Riverside, California. Transportation will be via district van. All student fees and hotel accommodations will be paid for by the FBLA Club. The advisors fees, food, parking, van costs and hotel will be paid by club funds, which have been acquired through the FBLA Chapter Support Grant.

It is recommended that the Board of Education approve a trip to Riverside, California, on November 5-6, 2016, for four (4) students and two (2) adult supervisors from the Eisenhower High School FBLA Club to attend the 2016 FBLA Leadership Development Institute at a total cost not-to-exceed \$1,090.00, to be paid from the FBLA Club and FBLA Chapter Support Grant, at no cost to the District General Fund.

Submitted by: Scott Sparks

Reviewed by: Jinane Annous, Ed.D.

Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. G 2.1)

H BUSINESS/FINANCIAL CONSENT

DONATIONS

October 19, 2016

<u>Name of Donors</u>	<u>Location/Description</u>	<u>Amount</u>
<u>MONETARY DONATIONS</u>		
Bill and Helen Trac	Secondary Instructional Services/ Donation Account	\$ 500.00
Patio West Deli	Dollahan Elementary School/ Principal's Donation Account	\$ 50.00
Rialto Escrow Company	Dollahan Elementary School/ Principal's Donation Account	\$ 25.00
Lawrence L. Wong, D.D.S., Inc.	Dollahan Elementary School/ Principal's Donation Account	\$ 200.00
Coffee Nutzz, Inc.	Dollahan Elementary School/ Principal's Donation Account	\$ 100.00
Kenneth L. Shattuck, CPA	Dollahan Elementary School/ Principal's Donation Account	\$ 100.00
FMS Performance	Dollahan Elementary School/ Principal's Donation Account	\$ 50.00
Dr. Ahi Animal Hospital, Inc.	Dollahan Elementary School/ Principal's Donation Account	\$ 50.00

It is recommended that the Board of Education accept the listed donations from Bill and Helen Trac, Patio West Deli, Rialto Escrow Company, Lawrence L. Wong, D.D.S., Inc., Coffee Nutzz, Inc., Kenneth L. Shattuck, CPA, FMS Performance, and Dr. Ahi Animal Hospital, Inc., and request that a letter of appreciation be sent to the donors.

District Summary

Monetary Donations – October 19, 2016	\$ 1,075.00
Donations – Fiscal Year-To-Date	\$ 15,619.15

Submitted by: Mohammad Z. Islam

Reviewed by and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. H 2.1)

YOUTH FOR UNITY CAMP

October 19, 2016

Rialto High School requests approval from the Board of Education for twenty-one (21) students of the Peer Counseling and Student Leadership classes and four (4) advisors/chaperones to attend the Youth for Unity Camp at Pali Mountain Retreat and Conference Center, Running Springs, California, on October 21-23, 2016.

Youth for Unity Camp allows students to grow in the area of human relations and social justice by providing a camp experience where ambassadors have opportunities to better understand who they are, who others are, and how they can use their sphere of influence to make a positive impact on their environment. Group discussions are led by experienced staff facilitators.

Transportation will be via bus and paid from Student Services/PBIS funds. Lodging will be at the Pali Mountain Retreat and Conference Center, in Running Springs, California. Registration includes lodging, meals and registration costs. Lodging, meals and registration costs will be paid from Rialto High School's Step Up account at approximately \$50.00 per student.

It is recommended that the Board of Education approve twenty-one (21) Rialto High School students of the Peer Counseling and Student Leadership classes and four (4) advisors/chaperones to attend the Youth for Unity Camp at Pali Mountain Retreat and Conference Center, Running Springs, California, on October 21-23, 2016, at a total cost of \$1,847.34, to be paid from the General Fund.

Submitted by: Arnie Ayala

Reviewed by: Jinane Annous, Ed.D.

Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. H 3.1)

**AGREEMENT WITH
THE BRIGHTEST STAR, INC.**

October 19, 2016

Student Services requests approval from the Board of Education to enter into an agreement with The Brightest Star, Inc., to provide specialized and intensive support for students to promote pro-social skills, character building, and academic empowerment. As required by the California Local Control Accountability Plan (LCAP), these supports will aim to improve the educational outcomes of struggling at-risk and foster youth. In addition, the program is designed to include trainings, workshops and technical services and support to teachers, parents, and caretakers.

The Brightest Star, Inc., will provide specialized Tier II support for Rialto Unified School District students at Casey Elementary School. Utilizing the Social and Emotional Learning Model (SEL), the focus will be to support the identified students with self-management, social awareness, and relationship skills.

It is recommended that the Board of Education approve the Agreement with The Brightest Star, Inc., to provide Tier II level support for twenty five (25) students at Casey Elementary School to promote pro-social skills, character building and academic empowerment, effective November 1, 2016 through May 30, 2017, at a cost not-to-exceed \$35,000.00, to be paid from the General Fund.

Submitted by: Angela Brantley
Reviewed by: Jinane Annous, Ed.D.
Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. H 4.1)

**PATHFINDER OUTDOOR SCIENCE SCHOOL
KORDYAK ELEMENTARY**

October 19, 2016

Kordyak Elementary School requests approval from the Board of Education for approximately one hundred (100) fifth (5th) grade students, six (6) staff members, and up to twenty (20) adult chaperones (upon verification of fingerprint clearance), to attend an outdoor education camp at Pathfinder Outdoor Science School, Mountain Center, California, on April 26-28, 2017.

Pathfinder Outdoor Science School is a fully-staffed outdoor school that offers a broad selection of academic and recreational courses. Kordyak staff will design the camp program with Pathfinder instructors to best meet the students' needs. Supervision is provided at a ratio of one (1) adult to ten (10) students.

The cost will be \$177.00 per student, with no cost for staff and ten (10) chaperones. Each additional chaperone will pay the adult fee of \$110.00. The cost includes two (2) nights lodging, six (6) meals, transportation, camp supervision, instructors, and camp t-shirts for students. The total cost of the program for students will be approximately \$17,700.00, and an additional cost of up to \$1,100.00 for the additional ten (10) adult chaperones, totaling \$18,800.00. Transportation will be provided via District bus.

It is recommended that the Board of Education approve participation of approximately one hundred (100) Kordyak Elementary School fifth (5th) grade students, six (6) staff members, and up to twenty (20) adult chaperones (upon verification of fingerprint clearance), to attend an outdoor education program at Pathfinder Outdoor Science School, Mountain Center, California, April 26-28, 2017, at a cost of approximately \$18,800.00 for students and up to ten (10) additional adult chaperones, to be paid by school fund raisers, donations, and ASB funds, at no cost to the District.

Submitted by: Chantal Anderson
Reviewed by: Edward D'Souza, Ph.D.
Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. H 5.1)

**AMENDMENT NO. 1
INTEGRAL ELECTRICAL ENGINEERING**

October 19, 2016

On January 6, 2016, the Board of Education awarded a bid to contractor, Integral Electrical Engineering, for the installation of an internal combustion engine (generator) at the District office. The Notice to Proceed was issued on January 28, 2016. The Contractor was given 180 days to complete the project.

South Coast Air Quality Management District required the District to apply for a permit to operate the generator, and to send out notification of the generator project to the community, within 1,000 feet of the District office as well as all parents of students attending Morgan Elementary School, allowing thirty (30) days for community comments; thereby, extending the construction time to complete the project.

It is recommended that the Board of Education approve Amendment No. 1 to the contract with Integral Electrical Engineering to extend the construction time by 100 calendar days in order to complete the internal combustion engine (generator) project by December 4, 2016, at no additional cost to the District.

Submitted by: Iris Chu

Reviewed by: Mohammad Z. Islam

Presented For Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. H 6.1)

I FACILITIES PLANNING CONSENT

I. FACILITIES PLANNING CONSENT ITEMS

NONE

J PERSONNEL SERVICES CONSENT

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

AVID TUTOR

Acosta, Matthew	Eisenhower High School	10/03/2016	\$11.00 per hour
Garcia, Lizet	Kolb Middle School	10/03/2016	\$11.00 per hour
Morales, Evelyn	Carter High School	10/04/2016	\$11.00 per hour
Romo Loera, Melina	Eisenhower High School	10/04/2016	\$11.00 per hour
Vasquez, Asiel	Eisenhower High School	09/30/2016	\$11.00 per hour

CHILD DEVELOPMENT APPRENTICE

Ahmed, Mead	Casey Preschool	10/10/2016	\$10.00 per hour
Menor, Elizabeth	Preston Preschool #1	10/10/2016	\$10.00 per hour
Tittle-Moore, Tria	Dunn Preschool	10/10/2016	\$10.00 per hour
Valdez, Susana	Curtis Preschool	10/10/2016	\$10.00 per hour

WORKABILITY

Borja, Erick	Walgreens/Rialto	09/23/2016	\$8.50 per hour
Butler, Andre	Walgreens/Rialto	09/23/2016	\$8.50 per hour
Ciotta, Jenelle	La Petite	10/06/2016	\$8.50 per hour
Hernandez, Diana	Petco	10/05/2016	\$8.50 per hour
Jackson, Imari	Walgreens/Rialto	09/19/2016	\$8.50 per hour
Ledesma, Joseph	Warehouse Shoe Sale	09/24/2016	\$8.50 per hour
Mendoza, Steven	Walgreens/Rialto	09/24/2016	\$8.50 per hour
Sanchez, Sierra	Warehouse Shoe Sale	09/19/2016	\$8.50 per hour
Virgen, Marco	Warehouse Shoe Sale	09/30/2016	\$8.50 per hour

WORKABILITY – Returning Students

Borunda, Loretta	Fallas Stores	09/23/2016	\$10.00 per hour
Guevara, Felix	Fallas Stores	09/23/2016	\$10.00 per hour
Manzo, Richard	Fallas Stores	09/23/2016	\$10.00 per hour
Mora-Palomares, Luis	Fallas Stores	09/23/2016	\$10.00 per hour
Morales, Brendan	Fallas Stores	09/23/2016	\$10.00 per hour
Sahagun, Marisol	Warehouse Shoe Sale	09/23/2016	\$10.00 per hour
Sarabia, Justin	Walgreens/Rialto	09/23/2016	\$10.00 per hour
Smith, Antonique	Warehouse Shoe Sale	09/23/2016	\$10.00 per hour
Valdovinos, Eddie	Fallas Stores	09/23/2016	\$10.00 per hour

NON-CERTIFICATED COACHES

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

Rialto High School

Meza, Christine	Varsity Assistant, Girls' Soccer	2016/2017	\$2,736.00
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PERSONNEL REPORT NO. 1162
CLASSIFIED EXEMPT EMPLOYEES
October 19, 2016

NON-CERTIFICATED COACHES - continued

Rialto High School

Valiente, Bryan	Frosh Head, Boys' Soccer	2016/2017	\$3,040.00
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Submitted By: Rhonda Kramer
Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. J 1.2)

PERSONNEL REPORT NO. 1162
 CLASSIFIED EMPLOYEES
 October 19, 2016

EMPLOYMENT

Alvarado, Sabrina	Instructional Assistant II-SE (RSP/SDC) Fitzgerald Elementary School	10/03/2016	26-1	\$14.66 per hour (3.75 hours, 203 days)
Carranza, Ricardo	Personnel Technician Personnel Services	10/20/2016	1-4	\$4,286.75 per month (8 hours, 12 months)
Wilson, Temeka	Instructional Assistant III – SE (SED/MH/AUTISM) Casey Elementary School	10/10/2016	29-1	\$15.84 per hour

INTERIM ADMINISTRATIVE ASSIGNMENT

Kramer, Rhonda	Lead Personnel Agent	09/07/2016	Rge. III	\$142,858.00
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PROMOTIONS

Perez, Adriana (Repl. E. Serrano Jaramillo)	To: Secretary I Special Education	10/20/2016	To: 34-3	\$19.77 per hour (8 hours, 12 months)
	From: Categorical Project Clerk Fitzgerald/Kordyak Elementary Schools		From: 32-3	\$18.83 per hour (6 hours, 227 days)
Ursuy, James (Repl. D. Edwards)	To: Library/Media Technician II Eisenhower High School	10/20/2016	To: 34-4	\$20.80 per hour (8 hours, 237 days)
	From: Library/Media Technician I Simpson Elementary School		From: 31-4	\$19.32 per hour (7 hours, 237 days)
Vasquez, Tiffany (Repl. A. Wakatsuki)	To: Student Records Clerk II/High School Rialto High School	10/20/2016	To: 33-5	\$21.28 per hour (8 hours, 12 months)
	From: Health Clerk Bemis Elementary School		From: 31-5	\$20.22 per hour (5 hours, 237 days)

RESIGNATIONS

Bleeker, Stephanie	Instructional Technology Assistant Werner Elementary School	10/06/2016
Coleman, Jessica	Instructional Assistant II – SE (RSP/SDC) Frisbie Middle School	09/13/2016
Herrador, Karla	Nutrition Service Worker I Kucera Middle School	10/21/2016
Jacobo, Sophia	Nutrition Service Worker I Rialto High School	10/14/2016
Leos, Fay	Instructional Assistant II – SE (RSP/SDC) Kolb Middle School	09/06/2016
Nakagawa, Shigeo	Campus Security Officer I Educational Safety/Security	10/17/2016

PERSONNEL REPORT NO. 1162
 CLASSIFIED EMPLOYEES
 October 19, 2016

RESIGNATIONS - continued

Nicholson, Caroletta	Instructional Assistant II – SE (RSP/SDC) Carter High School	09/28/2016
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SUBSTITUTES

Aguirre, Rosa	Nutrition Service Worker I	10/10/2016	19-1	\$12.39 per hour
Bibiano, Veronica	Health Clerk	10/07/2016	31-1	\$16.67 per hour
Burris, La Shay	Campus Security Officer I	10/07/2016	36-1	\$18.83 per hour
Chavarria, Matthew	Instructional Assistant II	10/10/2016	26-1	\$14.66 per hour
Delgado, Betsabe	Special Ed. Child Dev. Instructional Assistant	09/30/2016	29-1	\$15.84 per hour
Dyson Blackmon, Teri	Instructional Assistant II	10/06/2016	26-1	\$14.66 per hour
Flood, Christopher	Campus Security Officer I	10/06/2016	36-1	\$18.83 per hour
Garcia, Grayce	Nutrition Service Worker I	10/10/2016	19-1	\$12.39 per hour
Garcia, Joseph	Instructional Assistant II	09/27/2016	26-1	\$14.66 per hour
Medel, Maria	Health Clerk	10/07/2016	31-1	\$16.67 per hour
Navarro Medrano, Ana	Clerk Typist I	10/04/2016	29-1	\$15.84 per hour
Suchilt, Luisana	Instructional Assistant II	10/06/2016	26-1	\$14.66 per hour
Tejeda, Melissa	Health Clerk	10/07/2016	31-1	\$16.67 per hour
Tubig, Donna	Instructional Assistant II	10/06/2016	26-1	\$14.66 per hour
Walker-Jack, Sherry	Instructional Assistant II	10/06/2016	26-1	\$14.66 per hour

SHORT TERM ASSIGNMENT (not to exceed 40 hours per week)

Clerical Support	Fiscal Services	10/20/2016 - 03/17/2017	29-1	\$15.84 per hour
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ADDITION OF SPECIAL NEEDS STIPEND (2.75% of base salary)

Alvarado, Sabrina	Instructional Assistant II – SE (RSP/SDC)	10/03/2016
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TERMINATION OF PERMANENT CLASSIFIED EMPLOYEE

Employee #1393236	Instructional Assistant II/B.B.	09/26/2016
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TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEE

Employee #1149236	Instructional Assistant II – SE (RSP/SDC)	09/28/2016
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CERTIFICATION OF ELIGIBILITY LIST – Behavioral Support Assistant

Eligible: 10/20/2016
 Expires: 04/20/2017

CERTIFICATION OF ELIGIBILITY LIST – Buyer

Eligible: 10/20/2016
 Expires: 04/20/2017

PERSONNEL REPORT NO. 1162
CLASSIFIED EMPLOYEES
October 19, 2016

CERTIFICATION OF ELIGIBILITY LIST – Child Development Instructional Assistant

Eligible: 10/20/2016
Expires: 04/20/2017

CERTIFICATION OF ELIGIBILITY LIST – Central Kitchen Supervisor

Eligible: 10/20/2016
Expires: 04/20/2017

CERTIFICATION OF ELIGIBILITY LIST – Health Aide

Eligible: 10/20/2016
Expires: 04/20/2017

CERTIFICATION OF ELIGIBILITY LIST – Instructional Technology Assistant

Eligible: 10/20/2016
Expires: 04/20/2017

CERTIFICATION OF ELIGIBILITY LIST – Library/Media Technician II

Eligible: 10/20/2016
Expires: 04/20/2017

CERTIFICATION OF ELIGIBILITY LIST – Secretary I

Eligible: 10/20/2016
Expires: 04/20/2017

CERTIFICATION OF ELIGIBILITY LIST – Student Records Clerk II/High School

Eligible: 10/20/2016
Expires: 04/20/2017

**Position reflects the equivalent to a one-Range increase for night differential
*** Position reflects a \$50.00 monthly stipend for Confidential position

Submitted By: Rhonda Kramer

Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. J 2.3)

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

SUBSTITUTES (To be used as needed at the appropriate rate per day, effective October 19, 2016, unless earlier date is indicated)

Roth, Honey 10/05/2016

EMPLOYMENT

Beckley, Beverly	Elementary Teacher	10/11/2016	I-1	\$50,711.00 (184 days)
Menger, Paula	Special Education Teacher	10/05/2016	IV-15	\$91,008.00 (184 days)
Stewart, Heather	Elementary Teacher	10/03/2016	II-1	\$53,247.00 (184 days)

RETIREMENT

Anderson, Kathy Elementary Teacher 10/01/2016

RESIGNATION

Stover, Gregory Assistant Principal 10/14/2016
 Carter High School

TEMPORARY ADMINISTRATIVE ASSIGNMENT (Payment of 10 Percent of their daily rate from October 20, 2016 until further notice, for services as a Temporary Administrator at Carter High School)

Angle-Newman, Erica

EXTRA DUTY COMPENSATION (Instructional Strategist at Simpson Elementary to provide written translation for parent meetings September 2016 through December 2016, at the hourly rate of \$42.03, not to exceed 10 hours and to be charged to LCFF-EL)

Landin, Matilde

EXTRA DUTY COMPENSATION (Additional class assignments of 1/6 of the daily rate or \$42.03 per hour, whichever is greater, for the fall semester of the 2016/2017 school year, and to be charged to General Fund)

Jehue Middle School

Lane, Steven APEX 10/03/2016

Kucera Middle School

Clark, Brent APEX 10/03/2016

Rialto Middle School

Eisenhart, Tracy APEX 10/03/2016

Carter High School

Berry, Gilbert	Sports Physical Education	08/03/2016
De La Torre, Jorge	Spanish	08/03/2016

PERSONNEL REPORT NO. 1162
CERTIFICATED EMPLOYEES
October 19, 2016

EXTRA DUTY COMPENSATION

Kucera Middle School

Malone, David	Volleyball	2016/2017	\$434.00
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Submitted By: Rhonda Kramer
Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. J 3.2)

K DISCUSSION/ACTION ITEMS

PROTOCOL PROFESSIONAL STAFFING

October 19, 2016

The Special Education Department requests the Board of Education ratify an agreement with Protocol Professional Staffing to provide Speech and Language Pathologist Assistants on October 10, 2016 through May 25, 2017, due to a shortage of certified Speech Therapists.

The Speech and Language Pathologist Assistants will assist with therapy sessions to qualified Special Education students for grades PK-12. They will work under the supervision of a Speech Therapist.

It is recommended that the Board of Education ratify the agreement with Protocol Professional Staffing to provide Speech and Language Pathologist Assistants starting on October 10, 2016 through May 25, 2017, at a total cost not-to-exceed \$130,500.00, to be paid from Special Education funds.

Submitted by: Paulette Koss, Ed.D.

Reviewed by: Jinane Annous, Ed.D.

Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. K 1.1)

STAFF THERAPY REHAB

October 19, 2016

The Special Education Office is requesting approval from the Board of Education to ratify an agreement with Staff Therapy Rehab to provide a Speech Language Pathologist Assistant and/or a Speech Language Pathologist.

The District is in need of a Speech Language Pathologist Assistant and a Speech Language Pathologist to provide speech therapy services and to complete assessments and Individualized Education Plans (IEP's) for qualified Rialto Unified School District students.

It is recommended that the Board of Education ratify the agreement with Staff Therapy Rehab to provide a Speech Language Pathologist Assistant and/or a Speech Language Pathologist, effective October 13, 2016 through June 30, 2017, at a cost not-to-exceed \$150,000.00, to be paid from Special Education funds.

Submitted by: Paulette Koss, Ed.D.

Reviewed by: Jinane Annous, Ed.D.

Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. K 2.1)

**APPROVAL OF EQUIPMENT
LEASE-PURCHASE AGREEMENT
WITH DELL FINANCIAL SERVICES, L.L.C.**

October 19, 2016

The district desires to lease-purchase 1,450 Microsoft Surface Pro 4 Tablets and services, such as imaging and asset tagging. We will utilize an already approved master agreement and/or piggyback bid (WSCA-NASPO 7-15-70-34-003, Board approved July 13, 2016) to purchase the tablets, as authorized by Public Contract Code sections 20118 and 10299.

Resolution No. 16-17-18 authorizes the acquisition of the tablets under a master agreement and/or piggyback contract by the State of Minnesota, Contract No. MNWNC-108 (Master Agreement) and using the California Participating Addendum 7-15-70-34-003 with Dell Marketing, L.P., dated October 1, 2015 through March 31, 2017 (with extension options for an additional 36 months) and authorizes the Superintendent's designee to execute the Equipment Lease-Purchase Agreement with Dell Financial Services, L.L.C., dated October 20, 2016, and any other documents required for this transaction.

It is recommended that the Board of Education approve Resolution No. 16-17-18 authorizing the procurement of Microsoft Surface Pro 4 Tablets under a master agreement and/or piggyback contract, MNWNC-108, WSCA-NASPO California Participating Addendum 7-15-70-34-003, and the delegation of authority to the Superintendent or the Superintendent's designee to execute the Equipment-Lease Purchase Agreement with Dell Financial Services, L.L.C., dated October 20, 2016, and any other documents required for this transaction. The annual payment will be \$862,322.05 for a three year lease-period beginning April 1, 2017, for a total cost of \$2,586,966.15, to be paid from the General Fund.

Submitted by: Daniel Distrola

Reviewed by: Mohammad Z. Islam

Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. K 3.1)

**RESOLUTION NO. 16-17-18
OF THE BOARD OF EDUCATION OF
THE RIALTO UNIFIED SCHOOL DISTRICT
APPROVING EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
DELL FINANCIAL SERVICES, L.L.C.**

October 19, 2016

WHEREAS, the Governing Board (the "Board") of the Rialto Unified School District (the "District") has determined that a true and very real need exists for the acquisition of computer equipment (the "Property"); and

WHEREAS, the governing board of a school district may under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, Public Contract Code section 10299 allows the California Department of General Services to establish contracts, master agreements, multiple award schedules, cooperative agreements, including agreements with entities outside the state, and other types of agreements that leverage the state's buying power, for acquisitions authorized under pertinent law. State agencies and local agencies, including school districts, may contract with suppliers awarded the contracts without further competitive bidding; and

WHEREAS, the Board of the District has determined that it is in the best interest of the District to authorize the acquisition of the Property from Dell Marketing, L.P. through a bid procured by the NASPO ValuePoint Cooperative Purchasing Program, Computer Equipment Master Agreement State of Minnesota Master Agreement NO. MNWNC-108 and California Participating Addendum NO. 7-15-70-34-003 October 1, 2015 through March 31, 2017 (with extension options for additional 36 months) as authorized by the California Department of General Services pursuant to Section 10299; and

WHEREAS, the Board of the District has, by this Resolution, determined that need for the Property, and authorized the lease/purchase of such Property with Dell Financial Services, L.L.C. (the "Lessor"), pursuant to the Equipment Lease-Purchase Master Agreement Number 576790-22891, dated October 20, 2016, attached hereto as Exhibit "A" (the "Lease"); and

WHEREAS, the Board of the District has determined that this Lease arrangement is the most economical means for providing the Property to the District.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows;

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

(Ref. K 3.2)

Section 2. The Board hereby finds and determines the acquisition of the Property, pursuant to Public Contract Code sections 20118 and 10299, to be in the best interest of the District.

Section 3. The form of the Lease by and between the District and Lessor presented to this meeting, and on file with the District, is hereby approved. The Superintendent or Superintendent's designee is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to Lessor the Lease and such other financing and related documents as necessary to the completion of the transaction contemplated by the Lease with such changes therein as such officer or person may require and approved, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The District's obligation under such Lease shall be subject to annual appropriation or renewal as set forth in the Lease, and the Lease shall contain such options to purchase by the District as set forth therein.

Section 5. The Superintendent or Superintendents' designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carryout, give effect to and comply with the terms and intent of this Resolution.

Section 6. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rialto Unified School District, San Bernardino County, State of California, this 19th day of October 2016, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

President of the Governing Board
of the Rialto Unified School District



Exhibit "A"



EFFECTIVE DATE: September 30, 2016
MASTER LEASE AGREEMENT NO. 576790-22891

Table with 2 columns: LESSOR: DELL FINANCIAL SERVICES L.L.C. and LESSEE: RIALTO UNIFIED SCHOOL DISTRICT. Includes Mailing Address and Principal Address for both parties.

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule").

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date").

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date").

and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes").

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase

option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations; at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected

to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is

contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products.

This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN SAN BERNARDINO, CALIFORNIA, AND WAIVES ANY OBJECTION TO VENUE

IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in

any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

Rialto Unified School District
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

RIALTO UNIFIED SCHOOL DISTRICT
and
COMMUNICATIONS WORKERS OF AMERICA LOCAL 9588
Tentative 2016-2017 Contract Agreement
October 4, 2016

This Tentative Agreement is entered into by and between the Communications Workers of America Local 9588 (“CWA”) and the Rialto Unified School District (“District”) and contains the agreements reached over the parties 2016-2017 bargaining proposals.

Any issue, subject, or matter discussed by the District and CWA during negotiations over the 2016-2017 bargaining proposals not contained in this agreement shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing below shall have no force or effect.

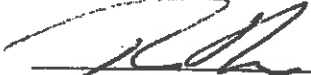
Change to language is indicated in bold for additions and strike through for deletions:

1. ARTICLE VII – GRIEVANCE PROCEDURE

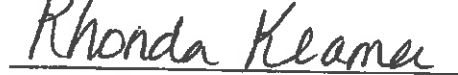
Section 3 – Levels of Grievance Procedure

- 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 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.**

FOR THE ASSOCIATION:


Rene Bonilla
Date 10-4-16

FOR THE DISTRICT:


Rhonda Kramer
Date 10/4/16

(Ref. K 4.1)

President CWA, Local 9588

Senior Director, Personnel Services


Maggie McCormack
Area Vice President

Date

10/4/16


Ron Fletcher
Area Vice President

Date

10/4/16


Heather Estruch
Steward

Date

10/4/16

APPENDIX A

Rialto Unified Substitute Teacher Pay Scale

Effective July 1, 2016, an increase of 2% will be added to the bargaining unit pay scale.

Rialto Unified Substitute Teacher Pay Scale

Day to Day Substitute Teacher	\$127 \$130
Long-Term Substitute Teacher	\$137 \$140
Retired Teacher:	\$140 \$143

**Tentative Agreement
Rialto Education Association
Rialto Unified School District
September 13, 2016**

ARTICLE IX: EVALUATIONS

E. Final Evaluation

- ~~4. A conference between the evaluator and the evaluatee must be held for the purpose of discussing and reviewing the final evaluation summary no less than ten (10) school days prior to receipt of the final evaluation summary.~~
- ~~5. A written copy of the Final Evaluation Summary and "Criteria for Assessment" forms with evidence and comments shall be provided to the evaluatee not later than thirty (30) calendar days before the evaluatee's last scheduled school day. This summary shall become a part of the evaluatee's permanent personnel file.~~
4. A conference between the evaluator and the evaluatee and a written copy of the Final Evaluation Summary and "Criteria for Assessment" forms with evidence and comments shall be completed no later than 30 days before the evaluatee's last scheduled day. This summary shall become a part of evaluatee's permanent personnel file.

ARTICLE XIX: SALARY, HEALTH AND WELFARE BENEFITS

A. Salary Schedules

~~Effective July 1, 2015, an increase of 5% will be added to the bargaining unit salary schedules.~~

Effective July 1, 2016, an increase of 2% will be added to the bargaining unit salary schedules.

1. Academic Coaching

The criteria and standards for determining which Academic Coaching activities shall be approved for the appropriate stipend shall be developed by a jointly appointed study committee and subsequently agreed to by the District and the Association.

Existing Academic Coaching stipends for middle and elementary school will apply to STEM, STEAM and Literacy after-school activities for students. The elementary stipend is 3.8% and the middle school stipend is 5.6%.

2. Schedules

The applicable salary schedules and extra duty compensation schedules are appended hereto as Appendices A.1, A.2, A.3, A.4, A.5, B

(Ref. K 5.1)

Salary schedules for athletic directors, counselors and librarians to reflect the longer work year and align with STRS guidelines and for CTE (Career and Technical Education) teachers without a Bachelor's Degree.

Appendix B Extra Duty Compensation

High School

Stipend added for MESA at 7.4%

Pep Squad has been changed to Cheerleading

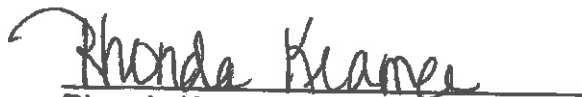
AGREED TO THIS ON THE 13th DAY OF SEPTEMBER, 2016

FOR THE ASSOCIATION



Leslie Chambers
REA Negotiations Chair

FOR THE DISTRICT



Rhonda Kramer, Senior Director
RUSD Personnel Services

*Rialto Unified School District
2015/2016 Contract Negotiations
Tentative Agreement (Mediation)*

September 23, 2016

I. ARTICLE I (Agreement) shall be amended to state:

1. This agreement made and entered into this 19 day of, May, 2014 between the Rialto Unified School District (hereinafter referred to as "District") and Rialto Chapter #203 of the California School Employees Association (hereinafter referred to as "Association") shall commence July 1, 2013, and continue through June 30, 2016, except as otherwise provided pursuant to Article XXV, Term of Agreement.
2. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures to the extent permitted by applicable law.
3. If any provisions of this Agreement are changed by law or are held to be contrary to law by a court of competent jurisdiction, or other governmental authority, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.
4. Nothing contained herein shall be interpreted as precluding the right of the Association and the District to mutually agree to meet for purposes of clarification of the intent of any matter contained in this Agreement. It is agreed no additions or changes shall be made unless deemed necessary for purposes of clarification. Any such additions or changes shall not be effective unless reduced to writing.
5. During the term of this Agreement, except as provided in paragraph 6 of this Article, the Association and the District expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met, negotiated on and executed this Agreement, and even though such subject matters were proposed and later withdrawn. Upon mutual agreement, the parties may reopen and renegotiate any Article of this Agreement.
6. The Association agrees to present its complete initial proposals to the **Board of Education** no later than the **second last** regular Board meeting in March when reopener proposals are submitted and April when successor proposals are submitted. The District will present its complete initial proposals to the Association within four (4) weeks of the Association's submission.

(Ref. K 6.1)

7. The District and the Association agree to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that both parties will support this Agreement for its term.

II. ARTICLE XIV (Safety Conditions) shall be amended to state:

1. Any abuse, assault or battery upon an employee, or any threat of force or violence directed toward school personnel that is related to school activity or school attendance, shall be reported by employees to their Immediate Supervisor and shall be reported to the appropriate law enforcement agency. Employees shall complete reports required by the District relating to the violations described herein.
2. Employees shall be provided coverage under the terms and conditions of the District Workers' Compensation program and Illness Leave provision for any injury or illness arising out of or in the course of their employment.
3. No employee shall be reprimanded in any way as a result of reporting unsafe conditions.
4. The District shall provide approved equipment necessary to permit employees to perform their assigned duties safely.
5. All employees are required to participate in the District's Illness/Injury Prevention Program.
6. An employee may, when necessary, use reasonable restraint in the performance of his or her duties in the interests of self-protection or for the protection of others. It is further agreed that under such circumstances the employee must exercise mature judgment, acting and reacting in a "reasonable and prudent" manner.
7. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident.
8. No employee shall willfully violate any safety order, or in any manner intentionally perform any act that could jeopardize the safety or health of himself/herself or any other employee.
9. A joint District/Association Safety Committee shall be established and presided over by the Risk Management Department. The committee shall be comprised of three (3) Association representatives and three (3) District representatives and shall convene at least quarterly for the purpose of maintaining the safety of classified employees or any other employees. The committee will be responsible for developing inservice and training programs for employees.
 - a. Employees may be released from their duties to attend District sponsored inservice trainings developed by this Committee.
(Ref. K 6.2)

III. ARTICLE XVIII (Vacations) shall be amended to state:

1. All employees shall earn paid vacation time under this Article. Part-time employees shall accrue vacation privileges on a pro-rata basis.
 - a. Full-time employees shall earn vacation privileges at the rate of eight (8) hours per month worked for the first ~~four~~(4) five (5) years of employment.
 - b. Full-time employees shall earn vacation privileges at the rate of ten (10) hours per month worked beginning with the ~~fifth~~ sixth year of employment and continuing through the tenth (10) year of employment.
 - c. Full-time employees shall earn vacation privileges at the rate of twelve (12) hours per month worked beginning with the ~~twelfth~~ eleventh (11) year of employment and continuing through the fifteenth (15) year of employment.
 - d. Full-time employees shall earn vacation privileges at the rate of fourteen (14) hours per month worked beginning the sixteenth (16) year of employment.

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

2. Permanent twelve (12) month employees are expected to take their vacation during the year earned. For the purpose of planning, twelve month employees will submit a tentative vacation calendar to their supervisor/administrator for approval by June 1st for the following school year. Where an employee is denied vacation, the District shall provide a written reason. If the employee believes the reason is not justifiable, he/she may appeal to the Director of Personnel. If the employee is denied by the Director of Personnel and agreement cannot be reached between the Director and the employee regarding scheduling of vacation during the current school year, the employee may roll the denied vacation time to the following year, subject to paragraph 3.
3. Prior fiscal year vacation time, in excess of five (5) days, will not be carried past September 30 without prior written approval of Personnel Services. The Employee shall submit a mandatory vacation plan by November 1st in cases where the employee's accrued unused vacation exceeds the above five (5) days, subject to District approval. Approval shall not be unreasonably withheld. If the District does not approve such plan, the District shall establish a mandatory vacation plan by November 15th.
4. Employees working less than twelve (12) month assignments shall take vacation during spring and winter vacations. Any remaining balance or portion thereof
(Ref. K 6.3)

may be taken during the school year with the prior approval of the site administrator. All such requests must be submitted not less than five (5) workdays prior to the requested beginning date of the vacation. The District shall pay for any remaining vacation balance at the end of the school year.

5. No employee working less than twelve (12) months may work during spring or winter vacation without receiving prior approval from Personnel Services.
6. No probationary employee may take vacation prior to the time it is earned, unless otherwise authorized in writing by the District.
7. All vacation requests must be approved in advance by the Immediate Supervisor.
8. Employees who, effective July 1, 2014, had accrued unused vacation which exceeded five (5) days (excess vacation balance), who continue to have an excess vacation balance as of June 30, 2015, will receive a one-time payout of the excess vacation balance existing on June 30, 2015. Such payment will be made on or about July 15, 2015. Employees qualifying for a payout under this provision will be subject to all provisions of Article XVIII, including but not limited to limitations on vacation accruals. (This paragraph will sunset on July 1, 2015.)

IV. ARTICLE XX (Health & Welfare Benefits) shall be amended to state:

1. The District shall, for the duration of the Agreement, continue to make available and assume the cost of maintaining the current level of group health, dental, vision, and life insurance benefits subject to the following provisions:
 - a. Notwithstanding any other provisions set forth herein, any unit member who has a regular work assignment of four (4) hours or more per day shall be entitled to group health, dental, and vision coverage on a pro rata basis.
 - b. Medical insurance will be provided; ~~to an annual maximum amount equal to the cost of Kaiser Foundation Health Plan premium~~ for unit members, spouses, dependents, and domestic partners. **Effective July 1, 2016, the lowest cost medical plan offered by the District shall serve as the soft-cap, and represents the maximum District contribution towards medical plans. The Kaiser Foundation lowest cost Hhealth Pplan shall constitute a ten (10) dollar office visit co-payment, a fifty (50) dollar emergency room payment, a ten (10) dollar co-payment for generic prescriptions, and a twenty (20) dollar co-payment for brand name prescriptions.**

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

(Ref. K 6.4)

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

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

- c. Dental insurance, to a maximum of \$2,500 (in network) and \$2,000 (out of network) for unit members, spouses, dependents, and domestic partners. Orthodontia coverage for unit members, spouses, eligible dependents, and domestic partners shall be up to \$1,500. The out of network deductible shall be \$100.
 - d. Vision coverage for unit members, spouses, dependents, and domestic partners at the current level of service. Unit members who choose to see an optometrist/ ophthalmologist outside of the health plan for an eye exam may choose to enroll in the buy-up plan.
 - e. Group term life insurance coverage for unit members who have a regular work assignment of four (4) hours or more (\$50,000 with Accidental Death and Dismemberment).
 - f. Eligible unit members are required to sign up for medical, dental, vision and life insurance plans within thirty (30) days of eligibility. After initial enrollment any change in life status, i.e. marriage, divorce, birth, or adoption of a child must be made within thirty (30) days of the occurrence. If the unit member does not sign up within thirty (30) days, the plans will go into effect the next available enrollment opportunity.
 - g. **A "soft-cap" is the maximum District contribution toward medical plan premiums provided to Association members, which will change if there is a change to the cost of the lowest cost medical plan premium offered by the District to Association members.**
2. Any employee in the bargaining unit who is on a District-paid health plan is eligible to receive the same health benefits as regular employees after retirement under the following conditions:
- a. Employee has attained the age of fifty-five (55) years with fifteen (15) or more years of service as an employee of the District.

(Ref. K 6.5)

- b. ~~Employee will be receiving monthly retirement benefits from the Public Employees Retirement System.~~
 - c. Individual was an employee of the District immediately prior to going on retirement.
 - d. Coverage under a District-paid health plan will terminate when the retired employee reaches his/her 65th birthday.
 - e. A retiree on the District-paid health plan who moves out of the area serviced by that plan and thereafter obtains another plan, shall be eligible to have an amount equal to the monthly premium for the newly obtained plan (but in no case greater than the unit cost for the District's Kaiser Health Plan) credited towards his/her monthly premium. The benefit shall terminate when the retired unit member reaches his/her 65th birthday.
 - f. When a retired employee who has been covered under a District-paid health plan reaches his/her 65th birthday, the retiree may continue benefit coverage for the employee and dependents at the group rate provided. The retiree will be responsible for submitting payments for health plan premiums to the Employee Benefits Office of the District on the time schedule established by the District. This shall be done at no cost to the District.
 - g. Retired employees receiving benefits under the foregoing plan may add eligible dependent coverage during open enrollment by submitting a monthly check to the District in sufficient time to accompany the District premium warrants.
3. Effective July 1, 2015, any regular employee with less than 15 years of service who is on a District Health Plan at retirement is eligible to remain a member of the group health plan after retirement for up to one (1) year under the following conditions:
 - a. Retired employees must have completed five (5) years of service with the District.
 - b. Retired employees must be receiving monthly retirement benefits from the Public Employees Retirement System.
 - c. Retired employees will be responsible for submitting payments for health plan premiums to the Risk Management/Benefits Office of the District on the time schedule established by the District.
4. All of the above provisions are subject to the approval of the insurance carrier. The District shall have authority to select insurance carriers, provided, however,
(Ref. K 6.6)

that it shall not unilaterally change carriers or implement a self-insurance plan unless the same or a greater level of benefits is maintained. Prior to implementing such a change, the District shall provide a comparison of the plans to the Health & Welfare Committee and the Association Executive Board for consideration and shall provide afford the Association an opportunity to meet and consult in regard to the selection of a new carrier or a self-insurance plan or group.

5. A Health and Welfare committee comprised of three (3) Association representatives and three (3) District representatives shall be convened at least quarterly for the purpose of reducing medical costs by reviewing alternative health plans and other avenues of medical cost containment.
 - a. The Health and Welfare Committee shall discuss the issue of health benefits for retirees to age 67 (pursuant to newly published Social Security regulations) and make a recommendation for consideration by the full negotiation team.
6. Unit members married to, or in a domestic partnership with other District employees shall enroll in one District medical plan shall have a choice of the following options:
 - a. If plan selected has an employee contribution, the employee will have the choice of the District paying the contribution or to receive reimbursements for out of pocket expenses, including all co-pays and/or prescriptions or other medical reimbursements incurred during the school year, up to the amount of the highest available employee contribution.
 - b. If the plan selected has no employee contribution, they shall receive medical office co-pays and or prescriptions reimbursement for expenses incurred during the school year, up to the amount of the highest available employee contribution.
 - c. Any difference between the highest available employee contribution excludes PPO) and the actual contribution for the plan selected shall be provided as reimbursement for out of pocket expenses, including all co-pays and/or prescriptions or other medical reimbursements incurred during the school year, up to the amount of the highest available employee contribution.
 - d. The employee shall provide receipts for reimbursements within thirty (30) days of incurring the expense. This benefit shall not accumulate from year to year.
 - e. Unit members married to or in a domestic partnership with another employee who have separate medical plans as of June 30, 2015 and decide to keep separate plans will be grandfathered with those plans.

(Ref. K 6.7)

V. ARTICLE XXII (Pay & Allowances) shall be amended to state:

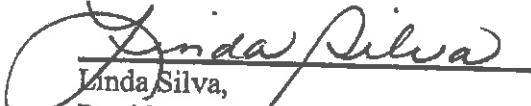
1. Effective July 1, 2014 2015, the existing ~~2008/2009~~ 2014/2015 classified salary schedule shall be adjusted upward to reflect a 5% increase. Effective July 1, 2017, the salary schedule will be leveled to reflect a 5% increase between steps and 2.5% between ranges.
2. If a greater salary increase or other compensation is granted to management, supervisory or confidential personnel, or any other employee representative organization, excluding certificated substitute employees, the District shall grant the same increase to CSEA, retroactive as appropriate. A salary increase granted to CSEA pursuant to this paragraph shall not be implemented until salary negotiations are finally settled with CSEA for the school year(s) at issue.
3. The anniversary date for all personnel employed after July 1, 1967, shall coincide with the original date of employment. However, all unpaid leaves of absence, other than sick leave, shall not count towards step advancement on the salary schedule. When such leaves are taken, the Associate Superintendent, Personnel Services, shall adjust the employee's anniversary date to reflect the period of absence.
4. An appointment made between the first and fifteenth day of the month shall be considered as effective on the first day of that month. Later appointments shall be considered effective at the beginning of the next month.
5. Regular full-time employees will receive additional longevity pay on the basis of years of service in the following manner:
 - a. After completion of the 10th year of service - \$60.00 per month.
 - b. After completion of the 15th year of service - \$80.00 per month.
 - c. After completion of the 20th year of service - \$100.00 per month.
 - d. After completion of the 25th year of service - \$120.00 per month.
 - e. After completion of the 30th year of service - \$140.00 per month.
 - f. After completion of the 35th year of service - \$160.00 per month.
 - eg. These bonuses will be prorated for part-time employees.
 - fh. The longevity increments shall be a flat dollar amount added to the employee's regular monthly salary and shall not be used in computing any overtime or other extra compensation.

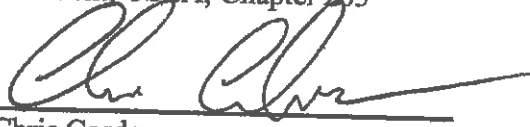
(Ref. K 6.8)

6. Employees authorized by the District to use their personal automobiles in the performance of their duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. A change in rate shall be effective the first day of the month following notice received from the Internal Revenue Service.
7. The following employees shall be required to wear uniforms and/or footwear during the performance of their duties and shall therefore be entitled to the indicated cleaning and/or maintenance allowance except in cases wherein the District provides said cleaning and maintenance services:
 - a. Regular full-time bus drivers – twenty dollars (\$20.00) per month uniform allowance.
 - b. Hourly bus drivers – twenty dollars (\$20.00) per month uniform allowance.
 - c. Mechanics, Grounds, Maintenance, Warehouse, Mail Room, Print Shop, Custodians, and Nutrition Services personnel excluding clerical unit members – twenty dollars (\$20.00) per month uniform allowance.
 - d. Mechanics and Grounds personnel – fifteen dollars (\$15.00) shoe allowance. Wearing of the designated safety shoe shall be mandatory.
 - e. District Security Officers – forty dollars (\$40.00) uniform allowance per qualifying month of service not to exceed \$480.00 annually.
8. Bilingual and Special Needs (toileting and diapering if not in their job description) shall be paid a monthly stipend at the rate of 2.75% of the unit member's base salary.


AGREED TO THIS 30th DAY OF SEPTEMBER, 2016

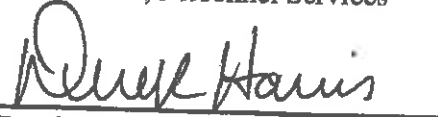
FOR THE ASSOCIATION:


Linda Silva,
President, CSEA, Chapter 203

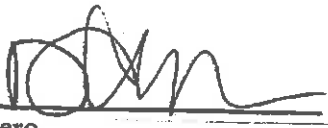

Chris Cordasco,
AC/Heating Ventilation Technician

FOR THE DISTRICT:

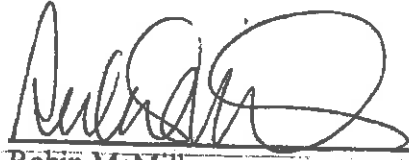

Rhonda Kramer,
Sr. Director, Personnel Services


Derek Harris, Sr. Director,
Risk Management & Transportation

(Ref. K 6.9)



Diana Cordero,
Bus Driver



Robin McMillon,
Elementary Principal

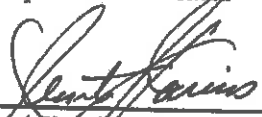


Mitch Miller, Lead Nutrition Services
Warehouse Delivery Worker

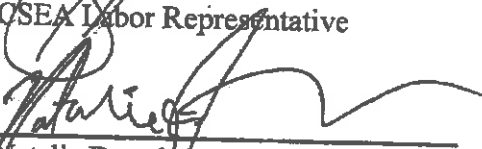


Diane Romo,
Sr. Director, Fiscal Services

Leonor Harrison,
Interpreter/Translator



Marti Harris,
OSEA Labor Representative



Natalie Dorado,
CSEA Labor Representative



Scott Sparks,
High School Principal

**AGREEMENT WITH
CATAPULT LEARNING WEST, LLC.**

October 19, 2016

The Instructional Services Division requests approval from the Board of Education to contract with Catapult Learning West, LLC, for the 2016-2017 school year to provide Alternative Support Tutoring services under the Every Student Succeed Act (ESSA) Title I, Part A, for identified students at eligible school sites including Bemis, Curtis, Dollahan, Dunn, Hughbanks, Morris, Preston, and Simpson Elementary Schools, and Jehue, Frisbie, Kolb, Kucera, and Rialto Middle Schools.

According to federal regulations, districts are required to offer Alternative Support tutoring services to identified students at eligible school sites. Rialto will offer afterschool academic Language Arts or Mathematics tutoring services for the 2016-2017 school year.

The group tutoring will be two (2) times per week with the availability to make-up tutoring during either session. Catapult Learning West, LLC, staff will be on school site campuses beginning October 20, 2016, in order to meet with principals to discuss the student pre-tests, student learning plans, and student data prior to the start of tutoring. Tutoring will be provided through a small group instructional model and will take place at the student's school of attendance, after the normal school day from November 29, 2016 through April 30, 2017.

It is recommended that the Board of Education approve the contract with Catapult Learning West, LLC, for the 2016-2017 school year, to provide Alternative Support Tutoring services under the Title I, Part A, Every Student Succeed Act (ESSA) Alternative Support services for identified students at eligible school sites including Bemis, Curtis, Dollahan, Dunn, Hughbanks, Morris, Preston, and Simpson Elementary Schools, and Jehue, Frisbie, Kolb, Kucera, and Rialto Middle Schools, effective November 29, 2016 through April 30, 2017, at an approximate cost of \$1,170.00 per student, with a total cost not-to-exceed \$1,500,000.00, to be paid from Title I, Part A funds.

Submitted by: Linda Miner

Reviewed by: Jinane Annous, Ed.D.

Presented for Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. K 7.1)

AGREEMENT WITH SCHOOL IMPROVEMENT NETWORK, LLC

October 19, 2016

Education Services requests that the Board of Education ratify an agreement with School Improvement Network, LLC, for the renewal of Edivate 360, which includes a one-year subscription from July 1, 2016 to June 30, 2017. This will provide online professional development offerings (administrators/staff) and administrator observations (formal/informal) for all staff at eleven (11) schools including Rialto High School, Rialto Middle School, Kucera Middle School, Henry Elementary, Dunn Elementary, Morris Elementary, Trapp Elementary, Preston Elementary, Curtis Elementary, Bemis Elementary, and Pre-School.

Edivate 360 includes the following features and benefits:

- 120 experts – Learn from dozens of nationally recognized experts like Heidi Hayes Jacobs, John Covington, Rick Smith, Michael Fullan, Jay McTighe, Jim Knight, and more
- 3,500 real classroom examples
- 300+ hours of video training
- Online community of over 1 million verified educators
- Observation 360 – The world’s only prescriptive observation technology that will automatically recommend training based on observation results
- Provides expanded content alignment allowing customized professional development for each teacher, based on observations in classrooms
- Paperless mobility
- Comprehensive Training on the Common Core State Standards
- Footage of hand-selected master teachers demonstrating Common Core-aligned lessons in their own classroom (these videos walk teachers through standards in every grade and subject area)
- Standards specific, downloadable lesson guides

The Educational Services Division requests that the Board of Education ratify an agreement with School Improvement Network, LLC, for a one-year subscription from July 1, 2016 to June 30, 2017, funded from Title II, Part A (90%) \$59,165.34 and General Fund (10%) \$6,573.93, at a cost not-to-exceed a total of \$65,739.27.

Submitted by: Linda Miner

Reviewed by: Jinane Annous, Ed.D.

Presented for Board Action: Cuauhtémoc Avila, Ed.D

(Ref. K 8.1)

**SALARY INCREASE OF 5% FOR
ALL CERTIFICATED AND CLASSIFIED MANAGEMENT, SUPERVISORY,
CONFIDENTIAL, AND CONTRACT MANAGEMENT EMPLOYEES**

October 19, 2016

An agreement was reached between Rialto Unified School District and Rialto Education Association (REA) for a salary increase of 5% effective July 1, 2015 for Fiscal Year 2015-16. Said agreement was approved by the Board on June 17, 2015.

In recognition of the fact that all represented certificated and classified employees in the District have/or will receive this increase, the Superintendent is recommending a salary increase of 5% for all certificated and classified management, supervisory, confidential, and contract management employees effective July 1, 2015.

It is recommended that the Board of Education approve a salary increase of 5% for all certificated and classified management, supervisory, confidential, and contract management employees effective July 1, 2015.

Submitted by: Mohammad Z. Islam

Reviewed and Presented For Board Action: Cuauhtémoc Avila, Ed.D.

(Ref. K 9.1)

RIALTO UNIFIED SCHOOL DISTRICT STRATEGIC PLAN

October 19, 2016

The Superintendent's Office requests approval from the Board of Education to adopt the 2017-2022 District Strategic Plan, scheduled for initial implementation July 1, 2017. The Plan will include annual updates to monitor progress towards objectives.

The Strategic Planning Team—which included parents, community members, students, certificated and classified members, and administrators—created the original Draft Plan on April 18, 19, and 20, 2016, under the leadership of Superintendent, Dr. Cuauhtémoc Avila and with the guidance of The Cambrian Group consultant, Dr. William Cook. The Strategic Plan consists of the District Beliefs, Mission, Parameters, Objectives, and Strategies.

The Superintendent shared the draft Strategic Plan with parent groups, district management, certificated staff, classified staff, and community members during April and May, 2016.

Action Teams were formed and Action Leads (one Action Lead per strategy) were trained during May and June, 2016, to bring the eight District strategies to action. Over 200 representatives from various Stakeholder groups from across the District and community were part of the eight Action Teams, which convened during the months of June, July, and August to create Action Plans in their respective strategy.

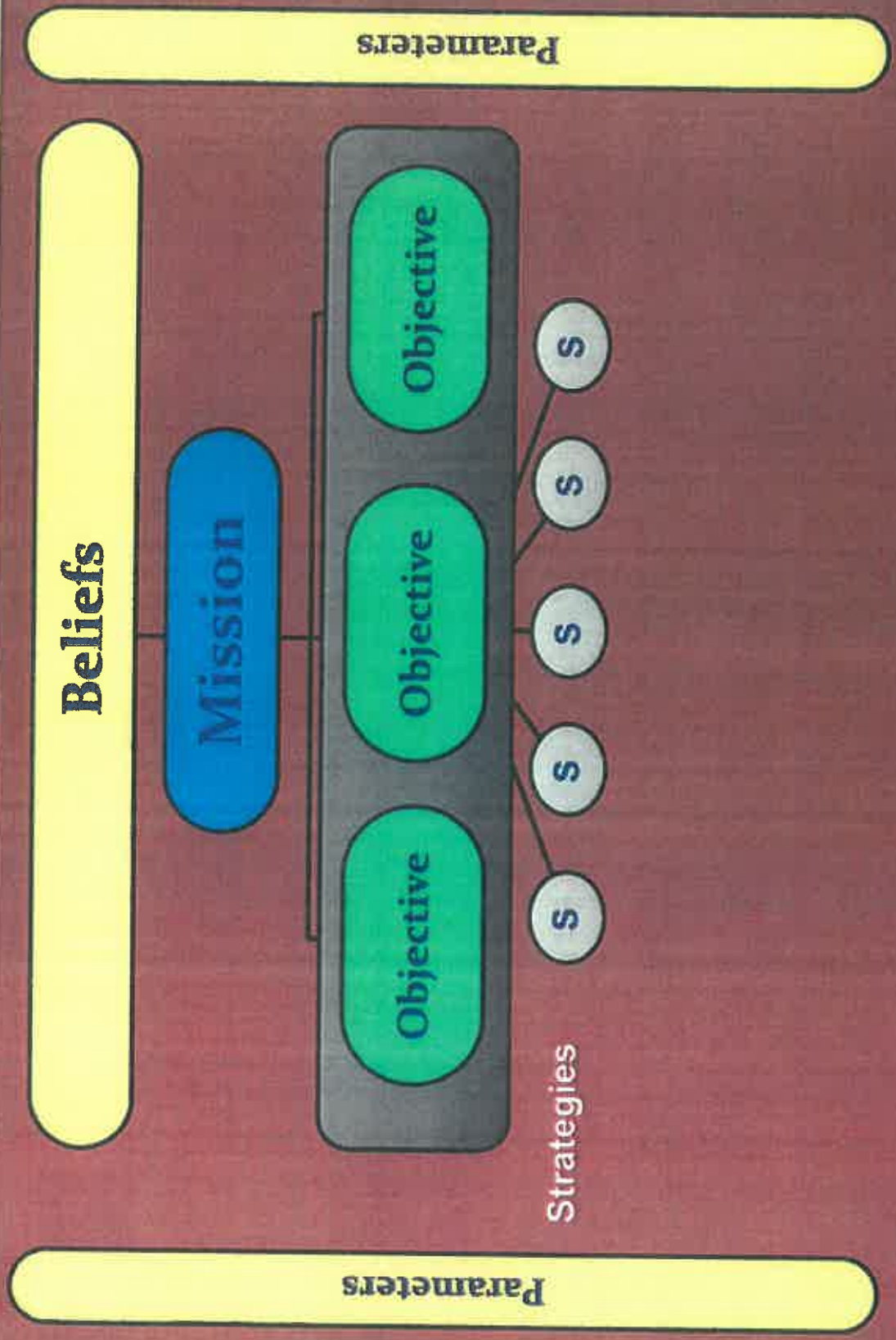
On August 24 and 25, 2016, the Planning Team reconvened to review the Action Plans presented by each of the Action Teams. The Planning Team made several recommendations for revisions of the Plans. The Plans were revised on September 15, 2016. The final draft of the District Strategic Plan was presented to the Board of Education at the October 5, 2016, Board meeting.

It is recommended the Board of Education approve the 2017-2022 Rialto Unified School District Strategic Plan.

Submitted by: Rhea McIver-Gibbs and Elizabeth Curtiss
Reviewed and Presented for Board Action: Cuauhtémoc Avila, Ed. D.

(Ref. K 10.1)

Strategic Plan



Beliefs

- ❖ **We believe that...**
 - ❖ **Everyone has unique talents**
 - ❖ **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**

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 achievements**
- ❖ **Safe and engaging learning environments**
- ❖ **Effective family and community involvement**
- ❖ **Learning opportunities beyond the traditional school setting**
- ❖ **Appreciation of cultural diversity**

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**

Objectives

- ❖ **Every student excels at the highest level throughout his/her career at Rialto Unified School District**
- ❖ **Every student will be a responsible citizen who contributes to a global society**
- ❖ **Every student will achieve success in his/her chosen life endeavors**
- ❖ **Every student will graduate with a personal pathway for success**

Strategies

- I. **We will provide diverse avenues for learning both inside and outside of the classroom.**
- II. **We will provide rigorous and relevant instruction that supports each student's unique learning style.**
- III. **We will create a culture of high expectations within Rialto Unified School District and our community.**
- IV. **We will bridge school and community learning opportunities.**

Strategies

- V. **We will ensure full engagement of Rialto Unified School District families in the education of their children.**
- VI. **We will ensure we have exemplary staff who meet the unique needs and aspirations of our diverse students.**
- VII. **We will ensure resources and assets are allocated and developed to directly support student learning.**
- VIII. **We will streamline and simplify the dynamics of our organization.**