



# RIALTO

Unified School District



BOARD OF EDUCATION

Agenda, September 13, 2017

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

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

**DINA WALKER**  
President

**EDGAR MONTES**  
Clerk

**NANCY G. O'KELLEY**  
Member



**JOSEPH W. MARTINEZ**  
Vice President

**JOSEPH AYALA**  
Member

**CUAUHTÉMOC AVILA, ED.D.**  
Superintendent

**September 13, 2017**

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 – 5:30 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**

- Agent: Strategic Initiative and Special Programs

2. Student Expulsions/Reinstatements/Expulsion Enrollments
3. CONFERENCE WITH LABOR NEGOTIATORS  
 Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent, Rhea McIver Gibbs, Lead Personnel Agent, Personnel Services, and Rhonda Kramer, Senior Director, Personnel Services.  
 Employee organizations: California School Employees Association, Chapter 203 (CSEA), Rialto Education Association (REA), Communications Workers of America (CWA)
4. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Subdivision (a) of Government Code section 54956.0):  
  
 Rialto Unified School District v. Educational Consulting Services, Inc., et al. (Case No. CIVDS1518116)
5. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9):  
  
 1399598 v. Rialto Unified School District (San Bernardino Superior Court Case No. CIVDS1213121)
6. Review Liability Claim No. 17-18-01
7. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code section 54957)  
 Title: Superintendent
8. CONFERENCE WITH LABOR NEGOTIATOR (Government Code section 54957.6)  
 Designated Representative: Board President, Dina Walker  
 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 CASEY ELEMENTARY SCHOOL**

**REPORT OUT OF CLOSED SESSION**

**ADOPTION OF AGENDA**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**B. PRESENTATION**

1. National Jr. Olympics Boxing Competition Champion, Kenny Lobatoz, Kelley Elementary School
2. College Readiness Block Grant presentation by Kelly Bruce, Lead Innovation Agent, and Edward D'Souza, Ph.D., Lead Academic Agent, Math/Science and College/Career Pathways

**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 California School Employees Association, Chapter #203 (CSEA), and the Rialto Unified School District Board of Education is hereby posted in compliance with the legislative requirements for Public Notice. (Ref. D 1.1-5)

**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 \_\_\_\_\_

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**E. MINUTES**

- 1. Approve the minutes of the Regular Board of Education meeting held August 23, 2017. (Ref. E 1.1-11)

**F. GENERAL FUNCTIONS CONSENT ITEMS - None**

**G. INSTRUCTION CONSENT ITEMS**

- 1. Approve four (4) teachers and one (1) principal from Dollahan Elementary School to travel to Beijing, China, on October 21, 2017 through October 29, 2017, at a total cost not-to-exceed \$8,400.00, to be paid from the site's General Fund. (Ref. G 1.1)
- 2. Approve fifty (50) Rialto High School student cadets from Navy Junior Reserve Officers Training Corps (NJROTC) and five (5) chaperones to attend Basic Leadership Training at Santa Ana High School, in Santa Ana, California, on September 22, 2017 through September 24, 2017, at approximately \$35.00 per student, at an approximate cost of \$1,750.00, to be paid from the site's General Fund. (Ref. G 2.1)
- 3. Approve fourteen (14) Carter High School Competitive Speech and Debate student team members, two (2) advisors, and one (1) adult female chaperone to attend the 2017 CSU Fullerton Invitational Speech and Debate Tournament at CSU Fullerton in Fullerton, California, on October

13, 2017 through October 14, 2017, at a total estimated cost of \$1,200.00, to be paid from the team's ASB account and the site's General Fund.

(Ref. G 3.1)

4. Adopt Resolution No. 17-18-13 proclaiming the month beginning September 15, 2017, and ending October 15, 2017, as Hispanic Heritage Month and encourages educational commemoration of this occasion with appropriate instructional activities. (Ref. G 4.1)
5. Adopt Resolution No. 17-18-14 recognizing September 11, 2017, as Patriot Day, a mark of respect to those who died on September 11, 2001. (Ref. G 5.1)
6. Approve fifty (50) parents/guardians from Rialto Unified School District to attend a parent workshop at San Bernardino Valley College in San Bernardino on September 22, 2017, at a total cost not-to-exceed \$500.00, to be paid from Title III funds. (Ref. G 6.1)

#### **H. BUSINESS AND FINANCIAL CONSENT ITEMS**

1. Approve Warrant Listing Register and Purchase Order Listing for all funds from August 7, 2017 through August 24, 2017, (sent under separate cover to Board Members). A copy for public review will be available at the Board Meeting.
2. Accept the listed donations from YourCause, LLC Trustee for Edison International, The Kula Foundation, YourCause (YourCause.com), GSF Foundation, and Santa Claus, Inc., and request that a letter of appreciation be sent to the donors. (Ref. H 2.1)
3. Approve an agreement with Western Governors University for mentoring opportunities for university students in their respective programs effective September 23, 2017 through September 22, 2020, at no cost to the District. (Ref. H 3.1)
4. Approve an agreement with Riverside County Office of Education to provide both A-G transcript analysis, as well as school counseling support as outlined, for a total of sixteen (16) days effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$31,500.00, to be paid from the College and Career Readiness Grant funds. (Ref. H 4.1)
5. Approve an agreement with Pearson Education to provide three (3) days of professional development for iLitELL implementation effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$5,100.00, to be paid from Title III funds. (Ref. H 5.1)

6. Approve an agreement with One Circle Foundation to provide a two (2) day training that will provide up to twenty-five (25) participants with the knowledge and expertise to competently and confidently implement the evidenced-based multi-tiered system of supports (MTSS) for behavior and social-emotional learning strategies for "Council for Boys and Young Men" programming, effective November 1, 2017 through November 30, 2017, for a total cost not-to-exceed \$10,500.00, to be paid from the General Fund.  
(Ref. H 6.1)
7. Approve an agreement with Evelin Garcia to provide an Independent Education Evaluation (IEE) in the area of Psycho-Educational evaluation in Autism for a current Special Education student, effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$3,600.00, to be paid from Special Education funds.  
(Ref. H 7.1)
8. Approve an agreement with Raincross Behavioral and Psychological Services, Inc. to provide Wraparound services to current District Student No. 1319411 who is attending a non-public school for the 2017-2018 school year, effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$14,120.00 to be paid from Special Education funds.  
(Ref. H 8.1)
9. Approve fifteen to twenty students (15-20) and Dr. Enice Jackson, Assistant Principal, to participate in Young Visionaries Youth Leadership Academy SMAART program sessions at Eisenhower High School, from September 14, 2017 through June 30, 2018, to be paid by the San Bernardino County Department of Behavior Health, at no cost to the District.  
(Ref. H 9.1)
10. Approve an agreement with PCH Architects, L.L.P., to provide architectural and engineering services to provide an operable window between the Performing Arts Theater and the adjacent storage room to be used as a control booth for performances at Carter High School, and design an accessible parking and path of travel according to the specifications and requirements of the Division of the State Architect (DSA), effective September 14, 2017 through June 30, 2018, for a total cost of \$19,500.00, to be paid from the General Fund.  
(Ref. H 10.1)
11. Approve an agreement with PCH Architects, L.L.P., to provide architectural and engineering services to remove the existing operable partition in the Multi-Purpose Room, replace the east-west portion with a new ceiling-mounted operable partition, and design an accessible parking and path of travel at Kolb and Frisbie Middle Schools according to the specifications and requirements of the Division of the State Architect (DSA), effective September 14, 2017 through June 30, 2018, for a cost of \$24,000.00 per school for a total cost of \$48,000.00, to be paid from Fund 14, Deferred Maintenance Fund.  
(Ref. H 11.1)

12. Approve the selling of the following food items compliant with Smart Snack regulations by Associated Student Body (ASB) and other student organizations at the Middle and High School campuses for the 2017- 2018 school year: Nestle Skinny Cow Ice Cream Sandwiches – (Vanilla and Cookie & Cream) 71g., General Mills Cereal Bars (Trix, Cocoa Puffs, Cinnamon Toast Crunch) 1.42 oz., Welch's Mixed Fruit Snacks 1.55 oz., Pepperidge Farms Whole Grain Goldfish Crackers .75 oz., Kelloggs Rice Krispie Treats (Original & Chocolate Chip) 1.3 oz., Kelloggs Whole Grain Cheez-it 1.5 oz., Chex Mix Simply Chocolate Caramel 1.03 oz.  
(Ref. H 12.1)
13. Approve an agreement with Heider Inspection Group to provide soil tests, structural tests, and special inspection services for Phase 8 of the District-wide Solar Energy Project for a not-to-exceed amount of \$12,046.00, to be temporarily paid from the General Fund and reimbursed by Onyx Renewable Partners L.P. to the District at the end of the project.  
(Ref. H 13.1)
14. Accept the Target Grant in the amount of \$2,000.00, to be used to purchase one to three 3D printers at Morgan Elementary School, effective September 14, 2017 through June 30, 2018.  
(Ref. H 14.1)
15. Approve a month-to-month Building and Facility Use agreement with the City of Rialto extending the initial Agreement with all provisions of the initial Agreement unchanged and in full force and effect, effective September 14, 2017 through June 30, 2018, to provide the use of certain buildings and facilities to conduct City of Rialto business and School District business, until the City of Rialto and the School District reach an agreement regarding the request for waiver of fees.  
(Ref. H 15.1)
16. Approve an agreement with Guadalupe Andrade to provide special services, technical expertise, and administrative support in the area of state and federal categorical program management and implementation, within the scope of the responsibilities of the Special Programs Office and administrative support to the Education Services Department, effective September 14, 2017 through December 30, 2017, at a total cost not-to-exceed \$14,300.00, to be paid from Title I funds.  
(Ref. H 16.1)
17. Approve an agreement with Knowland Construction Services to provide Division of the State Architect inspection services for the District-wide Solar Energy Projects, Phase 8 at Eisenhower High School, for a total amount not-to-exceed \$21,760.00. Overtime and Saturday services will be paid at one and one-half times the normal rate, and Sunday services will be billed at two (2) times the normal rate to be paid from the General Fund and reimbursed by Onyx Renewable Partners L.P., at the end of the project.  
(Ref. H 17.1)



18. Approve the authorization of Cinde Stone, Director of Nutrition Services, and Fausat Rahman-Davies, Assistant Director, Nutrition Services, to sign purchase orders for Nutrition Services with the monetary limit of \$25,000.00, effective September 14, 2017, until revoked. (Ref. H 18.1)
19. Approve Amendment No. 2 with John W. Steele, III, Landmark Productions, to continue to produce and record Board of Education meetings, setup, operation and upkeep of the broadcast systems, and video record special District events as required by Media Services, increasing the cost of the two-year agreement, effective July 1, 2016 through June 30, 2018, from \$8,000.00 to a cost not-to-exceed \$20,000.00, to be paid from the General Fund. (Ref. H 19.1)
20. Approve an agreement with Mr. Robert Jackson as the motivational keynote speaker for all third grade teachers in the District and site administrators on September 28, 2017, at a cost not-to-exceed \$5,000.00, to be paid from the General Fund. (Ref. H 20.1)

**I. FACILITIES PLANNING CONSENT ITEMS - None**

**J. PERSONNEL SERVICES CONSENT ITEMS**

- 1-3. Approve Personnel Report No. 1179 for classified and certificated employees. (Ref. J 1.1-3.1-3)
4. Adopt Resolution No. 17-18-09 authorizing the Lead Personnel Agent, Personnel Services, to assign a full time teacher with a credential other than Physical Education to coach a competitive sport for one period per day for which students receive Physical Education credit. (Ref. J 4.1)
5. Adopt Resolution No. 17-18-12 authorizing the Lead Personnel Agent, Personnel Services, to assign various teachers who are enrolled in a credential program, but have not yet completed the requirements to enter an internship program. (Ref. J 5.1)

**K. DISCUSSION/ACTION ITEMS**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

1. Approve Amendment No. 1 to the agreement with THINK Together, Inc., a California non-profit corporation, for the purpose of providing the After School Educational and Safety (ASES) program at eighteen (18) elementary and five (5) middle schools in the District, effective July 1, 2017 through June 30, 2018, with an option to renew for two (2) subsequent years. Payment not to exceed 100% of the grant of \$2,918,126.03, which includes the grant increase of \$245,849.45 for the

2017-2018 fiscal year and fees will be renegotiated subsequent years, if the District exercises renewal options. (Ref. K 1.1)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

- 2. Adopt Resolution No. 17-18-10, which declares that the Gann Limit appropriations in the 2016-2017 Unaudited Actuals and 2017-2018 Budget do not exceed the limitations imposed by Proposition 4. (Ref. K 2.1-2)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

- 3. Approve the Fiscal Year 2016-2017 Unaudited Actuals Financial Report as presented. (Ref. K 3.1)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

- 4. Adopt Resolution No. 17-18-11, excusing the absence of Board President Dina Walker from the Wednesday, August 23, 2017, regular meeting of the Board of Education. (Ref. K 4.1)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

- 5. Approve an agreement with Autism Spectrum Intervention Services And Training (ASIST) to provide Applied Behavior Analyst (ABA) Aides to assist with current students' behaviors per their Individual Education Program (IEP) for the 2017-2018 school year, effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$160,000.00, to be paid from Special Education funds. (Ref. K 5.1)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

- 6. Approve Amendment No. 1 to the agreement with Yardstick Management LLC to provide two (2) additional sessions of Customer CARE Staff Development in the areas of Communication, Appreciation, Responsiveness and Environment to additional District personnel from September 18, 2017 through September 26, 2017, with ongoing support throughout the 2017-2018 school year, at an additional total cost of

\$57,000.00. The previous approved amount of the agreement was \$60,000.00, and with this amendment, the combined total cost for services is \$117,000.00, to be paid from the General Fund. (Ref. K 6.1-2)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Moved** \_\_\_\_\_ **Seconded** \_\_\_\_\_

7. Authorize an agreement with Banc of America Public Capital Corp to secure financing for \$11.5 million over fifteen (15) years with an annual payment of \$962,364.08 at an interest rate of 2.80%, with payments beginning March 30, 2019, for the project of implementing District-wide heating, ventilation, and air-conditioning (HVAC) equipment, LED lighting, and energy management system upgrades. (Ref. K 7.1)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Moved** \_\_\_\_\_ **Seconded** \_\_\_\_\_

8. Ratify the Tentative Settlement Agreement between the Rialto Unified School District and the California School Employees Association ("CSEA"). (Ref. K 8.1-19)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Moved** \_\_\_\_\_ **Seconded** \_\_\_\_\_

9. Adopt Resolution No. 17-18-15 authorizing the filing of Form J-13A and requesting approval by the County Superintendent of Schools for the emergency closure and reduction of average daily attendance for Thursday, August 31, 2017, for Garcia Elementary, Morris Elementary and Jehue Middle School. (Ref. K 9.1-2)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Moved** \_\_\_\_\_ **Seconded** \_\_\_\_\_

10. Deny Liability Claim Number 17-18-01. (Ref. K 10.1)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Moved** \_\_\_\_\_ **Seconded** \_\_\_\_\_

11. Approve the revised College Readiness Block Grant of \$639,487.00 for the next two (2) years with the following allotments: Carter High School: \$164,514.00, Eisenhower High School: \$165,254.00, Rialto High School: \$185,736.00, Milor/Zupanic High Schools: \$23,983.00, and Education

Services: \$100,000.00, beginning September 14, 2017 through December 30, 2018. (Ref. K 11.1)

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Moved** \_\_\_\_\_ **Seconded** \_\_\_\_\_

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

**REINSTATEMENT**

Case Number:  
14-15-1

Vote by Board Members: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

**L. ADJOURNMENT**

**Moved** \_\_\_\_\_ **Seconded** \_\_\_\_\_

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, September 27, 2017, 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.



**PLEASE POST**

**PLEASE POST**

**PUBLIC NOTICE**

PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE AND BOARD POLICY, THE ATTACHED FORM FOR PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT [AB1200 (STATUTES OF 1991, CHAPTER 1213) AS REVISED BY AB2756 (STATUTES OF 2004, CHAPTER 25), GOVERNMENT CODE 3547.5] BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #203 (CSEA), AND THE RIALTO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION IS HEREBY POSTED IN COMPLIANCE WITH THE LEGISLATIVE REQUIREMENTS FOR PUBLIC NOTICE.



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Diane Romo,  
Senior Director, Fiscal Services

September 6, 2017

**APPROVED BY: Mohammad Z. Islam**

**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

**08/13/17**

**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**

**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
2. Current Year Costs After Agreement
3. Total Cost Change
4. Percentage Change
5. Value of a 1% Change

**\$20,571,998.00  
\$70,732,766.00  
\$51,162,367.00  
1.57%  
\$81,179**

**C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**

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

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

**2%  
0.6%  
2%  
  
100**

**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 | 23,240,718.00 |
| 2. | Cost of Benefits After Agreement  | 23,476,462.00 |
| 3. | Percentage Change in Total Costs  | 1.01%         |

**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: | \$ 303,088,532.82 |
| 2. | Percentage Reserve Level State Standard for District:              | 3.0%              |
| 3. | Amount of State Minimum Reserve Standard:                          | \$ 9,092,655.88   |

**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) | \$ 59,384,900.00 |
| 5. | Unassigned/Unappropriated (Object 9790)          | \$ 37,300,332.00 |
| 6. | Total Reserves: (Object 9789 + 9790)             | \$ 96,685,232.00 |

**SPECIAL RESERVE FUND (Fund 17, as applicable)**

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

**TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:**

|  |  |                  |
|--|--|------------------|
| 8.   | General Fund & Special Reserve Fund:         | \$ 96,685,232.00 |
| 9.   | Percentage of General Fund Expenditures/Uses | 15.41%           |
| Difference between District Reserves and Minimum State Requirement |  | \$ 37,602,046.02 |



**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 26), Government Code 3547.5 & 3540.2)**

**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 2017-18 Adopted Budget and six subsequent two fiscal years in the LTP.

**H. NARRATIVE OF AGREEMENT**

The following agreements were made effective July 1, 2018:

- A 2.5% increase to the existing 2015-2018 salary schedule.
- The leveling of the salary schedule to reflect a 5% increase between steps and a 2.5% increase between ranges effective July 1, 2017.
- The shoe allowance was expanded to the Maintenance, Warehouse, Nutrition Services, Security and Grounds personnel to wear a designated safety shoe.
- The security officers' shoe allowance was increased to \$50/month.

**I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT**

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

General Fund (100%), Child Development Fund (12), Cafeteria Fund (13)

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)

Alhambra 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. Jaleel  
Chief Business Official - signature

9/6/17  
Date

9-6-17  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 8/15/2017 took action to approve the proposed Agreement with the California School Employees Association (CSEA) Bargaining Unit.

\_\_\_\_\_  
President, Governing Board  
(signature)

\_\_\_\_\_  
Date



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

**August 23, 2017**

**A. OPENING**

**CALL TO ORDER AND ROLL CALL**

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

Members present: Joseph W. Martinez, Vice President; Edgar Montes, Clerk; and Nancy G. O'Kelley, Member. Joseph Ayala, Member, arrived at 5:32 p.m. and Dina Walker, President, was absent.

Administrators present: Cuauhtémoc Avila, Ed.D., Superintendent; Mohammad Z. Islam, Associate Superintendent, Business Services; Kelly Bruce, Lead Innovation Agent, Education Services; Rhea McIver Gibbs, Lead Personnel Agent, Personnel Services; and Rhonda Kramer, Senior Director, Personnel Services. Also present was Nancy Mann, Administrative Secretary II.

**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 Clerk Montes, seconded by Member O'Kelley, and approved by a unanimous 4-0 vote, the Board of Education entered into closed session at 5:32 p.m. to consider and discuss the following items:

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

**Administrative Appointments**

- High School Assistant Principal

(Ref. E 1.1)

- Continuation High School Assistant Principal
2. Student Expulsions/Reinstatements/Expulsion Enrollments
  3. **CONFERENCE WITH LABOR NEGOTIATORS**  
 Agency designated representatives: Cuauhtémoc Avila, Ed.D., Superintendent, Rhèa McIver Gibbs, Lead Personnel Agent, Personnel Services, and Rhonda Kramer, Senior Director, Personnel Services.  
 Employee organizations: California School Employees Association, Chapter 203 (CSEA), Rialto Education Association (REA), Communications Workers of America (CWA)
  4. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Subdivision (a) of Government Code section 54956.0):**
    - Rialto Unified School District v. PMI  
 Case No. RIC1613390  
 Consideration of Settlement Agreement
    - Rialto Unified School District v. Educational Consulting Services, Inc., et al. (Case No. CIVDS1518116)

#### **ADJOURNMENT OF CLOSED SESSION**

Upon a motion by Member Ayala seconded by Clerk Montes, and passed by a unanimous 4-0 vote, closed session adjourned at 7:00 p.m.

#### **OPEN SESSION RECONVENED – 7:00 P.M.**

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

Administrators present: Cuauhtémoc Avila, Ed.D., Superintendent; Mohammad Z. Islam, Associate Superintendent, Business Services; Kelly Bruce, Lead Innovation Agent, Education Services; Rhea McIver Gibbs, Lead Personnel Agent, Personnel Services; and Rhonda Kramer, Senior Director, Personnel Services. Also present was Nancy Mann, Administrative Secretary II, and Jose M. Reyes, Interpreter.

#### **PLEDGE OF ALLEGIANCE**

Karina Monterrubio, 3<sup>rd</sup> grade Boyd Elementary School student, led the Pledge of Allegiance.

## PLEDGE OF ALLEGIANCE

Karina Monterrubio, 3<sup>rd</sup> grade Boyd Elementary School student, led the Pledge of Allegiance.

## REPORT OUT OF CLOSED SESSION

Superintendent Avila stated that a correction needed to be made to an employee number that was reported out of closed session at the August 9, 2017, Board meeting. Following is the correct information as noted:

- Denied the request for a leave of absence for ~~classified~~ **certificated** employee ~~#1108917~~ **#1381427**, August 10, 2017 through June 30, 2018.

The vote was as follows:

President Walker – Absent

Vice President Martinez – Aye

Clerk Montes – Aye

Member Ayala – Aye

Member O’Kelley - Absent

Superintendent Avila reported that in closed session the Board of Education, by a unanimous 4-0 vote, took the following action:

- Approved a settlement agreement with Program Management Integration (PMI). Under the agreement, PMI will pay the District \$300,000.00. The District, in exchange, agrees to dismiss the lawsuit against PMI.

The vote was as follows:

President Walker – Absent

Vice President Martinez – Aye

Clerk Montes – Aye

Member Ayala – Aye

Member O’Kelley – Aye

- Approved the leave of absence for classified employee #1728237, September 20, 2017 through December 10, 2017.

The vote was as follows:

President Walker – Absent

Vice President Martinez – Aye

Clerk Montes – Aye

Member Ayala – Aye

Member O’Kelley – Aye

- Approved the leave of absence for classified employee #1990927, October 2, 2017 through December 8, 2017.

The vote was as follows:

President Walker – Absent  
Vice President Martinez – Aye  
Clerk Montes – Aye  
Member Ayala – Aye  
Member O’Kelley – Aye

- Accepted the administrative appointment of Johanna Cuellar as Continuation High School Assistant Principal, Milor High School.

The vote was as follows:

President Walker – Absent  
Vice President Martinez – Aye  
Clerk Montes – Aye  
Member Ayala – Aye  
Member O’Kelley – Aye

- Accepted the administrative appointment of Gilberto Henriquez-Pulido as High School Assistant Principal, Eisenhower High School.

The vote was as follows:

President Walker – Absent  
Vice President Martinez – Aye  
Clerk Montes – Aye  
Member Ayala – Aye  
Member O’Kelley – Aye

## **ADOPTION OF AGENDA**

Upon a motion by Member O’Kelley, seconded by Clerk Montes, the Agenda was adopted by a unanimous 4-0 vote by the Board of Education.

## **B. PRESENTATIONS**

1. Eisenhower High School student, Miguel Hernandez, National Recognition

Member O’Kelley presented a plaque to Miguel Hernandez, Eisenhower High School student, for his achievement in the Family, Career and Community Leaders of American (FCCLA) competition, and receiving recognition in both State and National levels in fashion design.

2. RUSD Employee, Mrs. Isabella Davidson, Posthumous Tribute

Member Ayala presented the family of Isabella Davidson, Lead Nutrition Services Worker, with a plaque honoring her 29½ years of service to the Rialto Unified School District. Mrs. Davidson passed away on August 9, 2017.

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.

Sue Robertson, school nurse, talked about the District's Mission, Beliefs, and Parameters and noted that they were not printed on the inside cover of the Board Agenda as they have been in the past. She spoke of her disappointment that issues have not been addressed at Frisbie Middle School. Ms. Robertson also mentioned that the revised Maintenance & Operations Board Policy did not include the key elements the Frisbie Middle School staff requested.

Michelle Ramirez, teacher, Frisbie Middle School, addressed the revised Maintenance & Operations Board Policy. She requested that the policy be rewritten to include accountability and communication to the sites before, during, and after work orders have been submitted.

Laurette Allen, teacher, Frisbie Middle School, shared that she was excited to meet Mr. Kelly Bruce, Lead Innovation Agent, and thanked him and Mohammad Islam, Associated Superintendent, Business Services, for coming to her classroom during Back to School Night. She spoke of safety issues, including toxic conditions, at Frisbie Middle School, but more specifically, in the B-wing.

Tobin Brinker, teacher, Frisbie Middle School, shared that he is the newly elected Middle School Director of the REA Rep Council. He also spoke of the Rep Council helping the community. Lastly, he spoke of the Inland Empire Book Project that will give students access to free books and asked principals for their support in this project.

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

There were no comments.



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)

Raquel Torres, President, CSEA, offered condolences to the Davidson family on behalf of Rialto Chapter 203. She also shared that on August 18<sup>th</sup> the membership unanimously voted and passed the Tentative Agreement Contract. She thanked everyone for successfully passing it the first time around.

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

#### **D. PUBLIC HEARING**

##### **OPEN PUBLIC HEARING**

Upon a motion by Member O'Kelley, seconded by Clerk Montes, Public Hearing was opened at 8:07 p.m. by a unanimous 4-0 vote by the Board of Education.

1. Public Hearing: Pursuant to Government Code Section 4217.10 et seq., the Board of Education will consider for approval an agreement between the District and Trane U.S. Inc. ("Trane"), whereby resulting in energy cost savings and other benefits to the District.

Upon a motion by Clerk Montes, seconded by Member Ayala, Public Hearing was closed at 8:10 p.m. by a unanimous 4-0 vote by the Board of Education.

##### **PUBLIC INFORMATION**

2. Williams Inspection Reports – 2016/2017, Fourth Quarterly Report.

#### **CONSENT CALENDAR ITEMS**

Upon a motion by Clerk Montes, seconded by Member O'Kelley, Items E - J, were approved by a unanimous 4-0 vote by the Board of Education.

#### **E. MINUTES**

1. Approve the minutes of the Regular Board of Education meeting held August 9, 2017.

(Ref. E 1.6)

**F. GENERAL FUNCTIONS CONSENT ITEMS**

1. Approve second reading of revised Board Policy 3260(a-d); Business and Noninstructional Operations: Fees and Charges.
2. Approve second reading of revised Board Policy 3350(a-c); Business and Noninstructional Operations: Travel Expenses.
3. Approve second reading of revised Board Policy 4127, 4227, 4327(a-c); All Personnel: Temporary Athletic Team Coaches.
4. Approve second reading of revised Board Policy 4312.1(a-d); Administrative and Supervisory Personnel: Contracts.

**G. INSTRUCTION CONSENT ITEMS – None**

**H. BUSINESS AND FINANCIAL CONSENT ITEMS**

1. Approve Warrant Listing Register and Purchase Order Listing for all funds from July 19, 2017 through August 7, 2017, (sent under separate cover to Board Members). A copy for public review will be available at the Board Meeting.
2. Accept the listed donations from The Way Bible Fellowship and R3 Church of Fontana/Pastor Dr. Troy Johnson, and request that a letter of appreciation be sent to the donors.
3. Approve the use of the California Multiple Award Schedule (CMAS) Contract #1-16-23-20A for Fiscal Year 2017-2018, pursuant to Public Contract Code 20118, to be paid from the General Fund.
4. Approve the authorization of Fausat Rahman-Davies, Assistant Director of Nutrition Services, to electronically approve commercial warrants for the Cafeteria Fund (Fund 13), effective August 24, 2017.
5. Approve Amendment No. 1 with Twining Consulting, Inc. for additional testing and inspection services required for the Eisenhower High School Stadium project for an additional fee not-to-exceed \$12,371.00 and a total cost not-to-exceed \$74,130.00, to be paid from Fund 21, Measure Y, Series "C", General Obligation Bond Funds.
6. Approve an agreement with Inland Valley Recovery Services to provide classes on truancy intervention and school attendance, effective September 1, 2017 through May 31, 2018, at no cost to the District.

(Ref. E 1.7)

7. Ratify an agreement with Alliant University for mentoring opportunities for university students in their respective programs, effective August 1, 2017 through July 31, 2020, at no cost to the District.
8. Ratify an agreement with Azusa Pacific University for mentoring opportunities for university students in their respective programs, effective August 1, 2017 through July 31, 2020, at no cost to the District.
9. Approve an agreement with Loma Linda University for mentoring opportunities for university students in their respective programs, effective September 1, 2017 through August 31, 2020, at no cost to the District.
10. Approve an agreement with Loyola Marymount University for mentoring opportunities for university students in their respective programs, effective September 1, 2017, through August 31, 2020, at no cost to the District.
11. Ratify an agreement with National University for mentoring opportunities for university students in their respective programs, effective August 1, 2017 through August 1, 2020, at no cost to the District.
12. Approve an agreement with The Brightest Star, Inc. to provide Tier II level support for twenty-five (25) students at Werner Elementary to promote pro-social skills, character building and academic empowerment, effective September 1, 2017 through May 30, 2018, at a total cost not-to-exceed \$35,000.00, to be paid from the General Fund.
13. Ratify an agreement with Orange County Department of Education to accept the Scaling Up Multi-Tiered System of Support Statewide (SUMS) Grant to provide for a multi-tiered system of standards-based instruction, intervention, and mental health support, effective May 1, 2017 through June 30, 2020, in the amount of \$25,000.00.
14. Approve an agreement with San Bernardino Community College District, Valley Campus College, to establish a college level Economics (Econ 201) course and provide textbooks to high school students from Carter, Eisenhower, and Rialto High Schools, effective September 5, 2017 through December 15, 2017, at an estimated cost not-to-exceed \$19,318.88, to be paid from the General Fund. This term may be extended for an additional period by written agreement between the two parties for a total period not-to-exceed one (1) year.
15. Approve the planning, management and production services of The United College Action Network, Inc. (U-CAN) to bring U-CAN's 18th Annual Historically Black Colleges and Universities Recruitment Fair for all seniors at high schools in Rialto Unified School District for the 2017-2018

(Ref. E 1.8)

school year. The total cost of this event, including transportation costs, is a total of \$9,000.00, to be paid from the General Fund.

16. Approve an additional CAL-Card with a credit limit of \$10,000.00 to be issued to Mr. Kelly Bruce, Lead Innovation Agent, Education Services.

**I. FACILITIES PLANNING CONSENT ITEM**

1. Accept the work completed before August 7, 2017, by IVL Contractors, Inc. for all work required in connection with the Jehue Middle School Path of Travel Compliance project, Bid No. 16-17-015, and authorize District personnel to file a Notice of Completion with the San Bernardino County Recorder.

**J. PERSONNEL SERVICES CONSENT ITEMS**

- 1-3. Approve Personnel Report No. 1178 for classified and certificated employees.
4. Approve Declaration of Need for Fully Qualified Educators for the 2017-2018 school year.
5. Adopt Resolution No. 17-18-08, authorizing the Lead Personnel Agent, Personnel Services, to assign various teachers who are enrolled in a credential program, but have not yet completed the requirements to enter an internship program.

**K. DISCUSSION/ACTION ITEMS**

Upon a motion by Clerk Montes, seconded by Member O'Kelley, Item K1 was approved by a unanimous 4-0 vote by the Board of Education.

1. Ratify an agreement with Twining Consulting to provide field and/or in-plant testing and special inspection services for light poles, bleachers, and a press box at the Eisenhower High School Stadium project for a cost not-to-exceed \$81,916.00, to be paid from Fund 21, Measure Y, Series "C", General Obligation Bond Funds.

Upon a motion by Member O'Kelley, seconded by Clerk Montes, Item K2 was approved by a unanimous 4-0 vote by the Board of Education.

2. Approve an agreement with Scholastic Education to provide systemic professional learning and ongoing job-embedded coaching to support middle school history/social studies teachers, coaches, and administrators,

effective October 1, 2017 through February 28, 2018, for a total cost not-to-exceed \$47,879.00, to be paid from Unrestricted General Funds.

Upon a motion by Member Ayala, seconded by Clerk Montes, Item K3 was approved by a unanimous 4-0 vote by the Board of Education.

3. Approve an agreement with Scholastic Education to provide systemic professional learning to support Transitional Kindergarten and Kindergarten teachers, elementary administrators and Intervention Strategist, effective September 7, 2017 through May 30, 2018, for a total cost not-to-exceed \$30,000.00, to be paid from the Educator Effectiveness Fund.

Upon a motion by Member O'Kelley, seconded by Clerk Montes, Item K4 was approved by a unanimous 4-0 vote by the Board of Education.

4. Approve the agreement with Trane US, Inc. with Notice to Proceed, contingent on the District's ability, to secure financing for approximately \$11 million over fifteen (15) years for the project of implementing District-wide heating, ventilation, and air-conditioning (HVAC) equipment, LED lighting, and energy management system upgrades. The District will make the final determination of choosing the financing partner. The financing agreement will be presented to the Board for approval at a later date.

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

5. Adopt Resolution No. 17-18-06, excusing the absence of Board President Dina Walker from the Wednesday, August 9, 2017, Regular Meeting of the Board of Education.

Upon a motion by Member Ayala, seconded by Clerk Montes, Item K6 was approved by a unanimous 4-0 vote by the Board of Education.

6. Adopt Resolution No. 17-18-07, excusing the absence of Board Member Nancy G. O'Kelley from the Wednesday, August 9, 2017, Regular Meeting of the Board of Education.

Upon a motion by Clerk Montes, seconded by Member O'Kelley, Item K7 was approved by a unanimous 4-0 vote by the Board of Education.

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

**STIPULATED EXPULSION**

Case Number:  
17-18-01

**REINSTATEMENT**

Case Numbers:  
12-13-98  
EE 17-18-01

**L. ADJOURNMENT**

Upon a motion by Member O'Kelley, seconded by Member Ayala, and approved by a unanimous 4-0 vote by the Board of Education, the meeting was adjourned at 8:33 p.m., with a moment of silence in memory of Isabella Davidson who worked in the Nutrition Services Department for over 29 years.

\_\_\_\_\_  
Clerk, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**F GENERAL FUNCTIONS CONSENT**

**F. GENERAL FUNCTIONS CONSENT ITEMS**

**NONE**



**G INSTRUCTION CONSENT**

**EDUCATIONAL EXCHANGE PROGRAM  
DOLLAHAN ELEMENTARY SCHOOL**

September 13, 2017

Dollahan Elementary School requests the Board of Education approve four (4) teachers and one (1) principal to travel to Beijing, China, on October 21, 2017 through October 29, 2017.

The purpose of this visit is to offer teachers and administrators the opportunity to share culturally diverse experiences and to share and demonstrate innovative instructional techniques in GATE and STEM through the Educational Exchange program sponsored by American Education Federation, Pasadena, California. American Education Federation is a well-established educational consulting agency dedicated to providing educational consultancy and professional development, connecting worldwide academic entities to promote international education programs, academic skills, and cultural exchanges.

Travel accommodations (ground transportation, airline, and lodging) are arranged through American Education Federation who will sponsor two (2) teachers and one (1) principal from Dollahan. Dollahan Elementary School will fund the travel accommodations, including Visas, for the additional two (2) teachers, as well as the cost for all teacher substitutes at a cost not-to-exceed \$8,400.00, to be paid from the site's General Fund. Meals and other expenses are included through American Education Federation.

It is recommended that the Board of Education approve four (4) teachers and one (1) principal from Dollahan Elementary School to travel to Beijing, China, on October 21, 2017 through October 29, 2017, at a total cost not-to-exceed \$8,400.00, to be paid from the site's General Fund.

**Submitted by:** Daniel Husbands

**Reviewed by:** Kelly Bruce

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

(Ref. G 1.1)

**NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC)  
LEADERSHIP TRAINING  
RIALTO HIGH SCHOOL**

September 13, 2017

Rialto High School requests the Board of Education approve fifty (50) student cadets from Navy Junior Reserve Officers Training Corps (NJROTC) and five (5) chaperones to attend Basic Leadership Training at Santa Ana High School on September 22, 2017 through September 24, 2017.

The objective of this training evolution is to prepare carefully selected cadets for their upcoming leadership positions within Rialto High School's NJROTC program. This training will consist of a variety of subjects including: physical fitness, practical leadership, basic military drill, service etiquette, self-awareness, hygiene, and NJROTC subject areas, which will familiarize the cadets with the many duties in the administration of their NJROTC Unit. This experience will provide a unique opportunity for our students to become cadet leaders within their unit. They will engage in an exciting and challenging training course, with the principle goals of developing self-confidence and furthering their skills in both leadership and teamwork, while influencing the same in others.

Transportation will be via parent transporting to and from, and accommodations will be in the area of Santa Ana, California. Fees for this trip will be paid from Rialto High School's site funds.

It is recommended that the Board of Education approve the attendance of fifty (50) Rialto High School student cadets from Navy Junior Reserve Officers Training Corps (NJROTC) and five (5) chaperones to attend Basic Leadership Training at Santa Ana High School, in Santa Ana, California, on September 22, 2017 through September 24, 2017, at approximately \$35.00 per student, at an approximate cost of \$1,750.00, to be paid from the site's General Fund.

**Submitted by:** Arnie Ayala

**Reviewed by:** Kelly Bruce

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

(Ref. G 2.1)

**2017 CSU FULLERTON INVITATIONAL  
SPEECH AND DEBATE TOURNAMENT  
CARTER HIGH SCHOOL**

September 13, 2017

Carter High School requests the Board of Education approve fourteen (14) student team members of the Competitive Speech and Debate Team, two (2) advisors, and one (1) adult female chaperone to attend the 2017 CSU Fullerton Invitational Speech and Debate Tournament on the campus of CSU Fullerton on October 13, 2017 through October 14, 2017.

Students will be invited to participate based upon their past performance in competition at local Citrus Belt Speech Region tournaments. The purpose of the trip is to provide an opportunity for the Speech and Debate team members to compete in various public speaking events on a state-wide level. Whereas the various league tournaments they attend throughout the season offer the opportunity to compete with students from nearby schools, this tournament draws schools from all over the state and offers our students a tremendous opportunity to hone their public speaking skills in a more competitive arena.

Transportation will be via district vans. Lodging will be at a hotel in the city of Buena Park. Hotel and tournament fees will be paid for out of the team's ASB account at an estimated expense of \$1,000.00. Transportation will be paid for out of the District General Fund for academic competition at an estimated expense of \$200.00.

It is recommended that the Board of Education approve fourteen (14) Carter High School Competitive Speech and Debate student team members, two (2) advisors, and one (1) adult female chaperone to attend the 2017 CSU Fullerton Invitational Speech and Debate Tournament at CSU Fullerton in Fullerton, California, on October 13, 2017 through October 14, 2017, at a total estimated cost of \$1,200.00, to be paid from the team's ASB account and the site's General Fund.

**Submitted by:** Patricia Chavez, Ed.D.

**Reviewed by:** Kelly Bruce

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

(Ref. G 3.1)

**RESOLUTION NO.17-18-13  
RESOLUTION OF THE BOARD OF EDUCATION OF  
THE RIALTO UNIFIED SCHOOL DISTRICT**

**HISPANIC HERITAGE MONTH**

September 13, 2017

**WHEREAS**, the United States will celebrate Hispanic Heritage Month from September 15, 2017, through October 15, 2017; and

**WHEREAS**, today, 55 million people or 17% of the American population are of Hispanic or Latino origin, and the Latino population in the United States is currently the third largest worldwide, exceeding the size of the population in every Latin American and Caribbean country except Mexico and Brazil; and

**WHEREAS**, Hispanics have had a profound and positive influence on our country through their strong commitment to family, faith, hard work, and service. They have enhanced and shaped our national character with centuries-old traditions that reflect the multiethnic and multicultural customs of their community; and

**WHEREAS**, more than 1 in 4 public school students in the United States is Latino and the share of Latino students is expected to rise to nearly 30% in the next decade; and

**WHEREAS**, 19% of all college students between 18 and 24 years of age are Latino, making Latinos the largest racial or ethnic minority group on college campuses in the United States, including both 2-year community colleges and 4-year colleges and universities;

**WHEREAS**, the theme for Hispanic Heritage Month 2017 is "Shaping the Bright Future of America"; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of the Rialto Unified School District proclaims the month beginning September 15, 2017, and ending October 15, 2017, as Hispanic Heritage Month and encourages educational commemoration of this occasion with appropriate instructional activities.

\_\_\_\_\_  
Dina Walker, President

\_\_\_\_\_  
Joseph W. Martinez, Vice President

\_\_\_\_\_  
Edgar Montes, Clerk

\_\_\_\_\_  
Joseph Ayala, Member

\_\_\_\_\_  
Nancy G. O'Kelley, Member

**Submitted and Reviewed by:** Kelly Bruce  
**Presented for Board Action:** Cuauhtémoc Avila, Ed.D.

(Ref. G 4.1)

**RESOLUTION NO.17-18-14  
RESOLUTION OF THE BOARD OF EDUCATION OF  
THE RIALTO UNIFIED SCHOOL DISTRICT**

**PATRIOT DAY**

September 13, 2017

**WHEREAS**, the events of September 11, 2001, and the loss of nearly 3,000 innocent men, women, and children, and the attack on the freedoms and values we hold dear, will never be forgotten; and

**WHEREAS**, the moments following the disaster saw countless acts of heroism and bravery as police, firefighters and other first responders raced to the scene to save lives. Over 400 emergency workers lost their lives while trying to protect and serve, and countless others face ongoing health problems wince that fateful day; and

**WHEREAS**, since 9/11, our nation has faced continuing threats to our safety, our values, and our way of life; and

**WHEREAS**, we honor and pay tribute to our courageous men and women in uniform serving around the world, as well as to the dedicated members of our law enforcement, public safety, and intelligence communities who work diligently and tirelessly to protect us from danger and, when called upon, stand willing to pay the ultimate sacrifice to preserve the freedoms we value; and

**WHEREAS**, we embrace the memory of the men, women, and children lost that day as we remain united in the fight against tyranny and oppression. The resiliency of the American spirit is one that must be cultivated, cherished, and nourished, and we hope for continued strength for generations to come.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of the Rialto Unified School District proclaims September 11, 2017, as Patriot Day and may we never forget.

\_\_\_\_\_  
Dina Walker, President

\_\_\_\_\_  
Joseph W. Martinez, Vice President

\_\_\_\_\_  
Edgar Montes, Clerk

\_\_\_\_\_  
Joseph Ayala, Member

\_\_\_\_\_  
Nancy G. O'Kelley, Member

**Submitted and Reviewed by:** Kelly Bruce

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

(Ref. G 5.1)

**PARENT WORKSHOP  
SAN BERNARDINO VALLEY COLLEGE**

September 13, 2017

Education Services requests the Board of Education approve fifty (50) parents/guardians from Rialto Unified School District to attend a parent workshop at San Bernardino Valley College (SBVC) in San Bernardino on September 22, 2017.

The training provided by SBVC will include:

- A-G Requirements
- SBVC Admission Process
- Importance of Deadlines for Student Services and Programs
- Programs offered at SBVC

A bus will be provided for parents to attend this workshop.

It is recommended that the Board of Education approve fifty (50) parents/guardians from Rialto Unified School District to attend a parent workshop at San Bernardino Valley College in San Bernardino on September 22, 2017, at a total cost not-to-exceed \$500.00, to be paid from Title III funds.

**Submitted by:** Marina Madrid, Ed.D.

**Reviewed by:** Kelly Bruce

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

(Ref. G 6.1)





## DONATIONS

September 13, 2017

| <u>Name of Donors</u>                           | <u>Location/Description</u>                             | <u>Amount</u> |
|---|---|---------------|
| <u>MONETARY DONATIONS</u>                       |   |               |
| YourCause LLC Trustee for Edison International  | Eisenhower High School/<br>Principal's Donation Account | \$ 1,302.00   |
| YourCause, LLC Trustee for Edison International | Dollahan Elementary/<br>Principal's Donation Account    | \$ 30.00      |
| The Kula Foundation                             | Trapp Elementary/<br>Principal's Donation Account       | \$ 4.90       |
| YourCause (YourCause.com)                       | Carter High School/<br>Principal's Donation Account     | \$ 3.00       |
| YourCause (YourCause.com)                       | Carter High School/<br>Principal's Donation Account     | \$ 2.00       |

### NON-MONETARY DONATIONS

|                   |  |
|-------------------|--|
| GSF Foundation    | Dunn Elementary/<br>133 Backpacks filled with School Supplies<br>For all First Grade Students at Dunn Elementary   |
| Santa Claus, Inc. | Child Welfare and Attendance/<br>40 Hygiene Kits, 48 single Subject Notebooks<br>100 Composition Notebooks, 2 Packs of Sheet<br>Protectors, 126 Glue Sticks, and 100 Folders<br>For families through Clothing Tree |

It is recommended that the Board of Education accept the listed donations from YourCause, LLC Trustee for Edison International, The Kula Foundation, YourCause (YourCause.com), GSF Foundation, and Santa Claus, Inc., and request that a letter of appreciation be sent to the donors.

#### District Summary

|   |             |
|---|-------------|
| Monetary Donations – September 13, 2017 | \$ 1,341.90 |
| Donations – Fiscal Year-To-Date         | \$ 2,204.32 |

**Submitted by:** Mohammad Z. Islam

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

(Ref. H 2.1)

**AGREEMENT WITH  
WESTERN GOVERNORS UNIVERSITY**

September 13, 2017

Personnel Services requests the Board of Education approve an agreement with Western Governors University to provide fieldwork, education and training for university student teachers. University students enrolled in the programs at Western Governors University will gain experience with mentors from Rialto Unified School District in their specialized fields.

This agreement will offer an opportunity for university students enrolled in these programs at Western Governors University to gain experience and to further their education toward becoming effective future teachers with guidance from experienced mentors.

It is recommended that the Board of Education approve an agreement with Western Governors University for mentoring opportunities for university students in their respective programs effective September 23, 2017 through September 22, 2020, at no cost to the District.

**Submitted by:** Rhonda Kramer and Rhea McIver-Gibbs  
**Reviewed by:** Mohammad Z. Islam  
**Presented for Board Action:** Cuauhtémoc Avila, Ed.D.

(Ref. H 3.1)

## HIGH SCHOOL COUNSELING SERVICES

September 13, 2017

Education Services requests the Board of Education approve an agreement with Riverside County Office of Education (RCOE), for the 2017-2018 school year to work with Catalina Cifuentes, Executive Director of the College and Career Readiness Department, and her team. They will be working with Rialto USD's high schools to do both an A-G transcript analysis, as well as, to provide comprehensive school counseling support. This work will establish procedures and practices to increase Rialto USD's A-G rate each year.

The A-G transcript analysis will increase college readiness through the analysis of multiple indicators, particularly A-G completion, as well as, subsequent data that can be used for a school/district action plan. The transcript analysis will be done for all students for the class of 2017 and will reveal target key barrier indicators that prevent students from being A-G ready. This will help the District to create pro-active strategies to avoid these barriers in the future and also to evaluate and revisit systematic approaches for all students in preparation for the 2017-2018 school year. Preliminary data on graduation rates, A-G rates for the class of 2018 will also be discussed and support systems will be created to ensure completion.

The School Counseling Support plan will consist of evaluating each site, as well as the District's college and career readiness indicators including graduation rates, A-G completion and Advanced Placement (AP) enrollment. Barriers will be evaluated and a plan of action will be developed to overcome them. Systematic schoolwide protocols will be established for course removal, course addition, and communication with staff, all which affect the A-G completion rate each year. In addition, there will be an evaluation, discussion, and a systematic plan developed for all students in preparation for registration for the 2017-2018 school year including policies on schedule changes, as well as Advanced Placement course removals. The AP Potential data will also be examined for the Academic Rigor initiative. Finally, a protocol will be established on how to review the CALPADS report for systematic analysis before the data has to be submitted to the California Department of Education.

It is recommended that the Board of Education approve an agreement with Riverside County Office of Education to provide both A-G transcript analysis, as well as school counseling support as outlined, for a total of sixteen (16) days effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$31,500.00, to be paid from the College and Career Readiness Grant funds.

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

**Reviewed by:** Kelly Bruce

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

(Ref. H 4.1)

## AGREEMENT WITH PEARSON EDUCATION

September 13, 2017

Education Services requests the Board of Education approve an agreement with Pearson Education to provide three (3) days of professional development for iLitELL implementation as part of the adoption of the iLit English Language Arts/English Language Development series for grades 6-12 Core materials for Newcomer English Learners that was approved by the Board on June 7, 2017.

The series serves as our base program in English Language Arts and English Language Development (ELD) for secondary Newcomers for the next eight years and includes both print and online resources. In order to implement this series, teachers and administrators require professional development.

Day 1 Initial Training: Interactive hands-on guided practice which leads to:

- Differentiation of student assignments
- Deeper knowledge of product features and functionalities
- Knowledge of on-demand resources and how to effectively incorporate them into iLit instruction

Day 2 Discuss and Develop Session: Understand how to better:

- Apply iLit to fidelity in the classroom
- Collaborate around best practices, rituals and routines with colleagues
- Effectively use and deploy iLit resources

Day 3 Coaching and Modeling Session:

- Observe and begin to internalize best practices, classroom routines and rituals
- Independently develop lesson plans that target specific student needs
- Build expertise and confidence using iLit

The anticipated number of participants for this professional development is approximately fifteen (15). This professional development series is designed to build the capacity of our ELD teachers and is tied directly to Strategy VI Plan 1 and 2 of Rialto Unified School District's Strategic Plan: We will ensure we have exemplary staff who will meet the unique needs and aspirations of our diverse students through knowledgeable, skilled, engaged and diverse administrators, teachers, and staff.

It is recommended that the Board of Education approve an agreement with Pearson Education to provide three (3) days of professional development for iLitELL implementation effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$5,100.00, to be paid from Title III Funds.

**Submitted by:** Marina Madrid, Ed.D.

**Reviewed by:** Kelly Bruce

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

(Ref. H 5.1)

## **AGREEMENT WITH ONE CIRCLE FOUNDATION**

September 13, 2017

Student Services requests the Board of Education approve an agreement with One Circle Foundation to provide a two (2) day "Council for Boys and Young Men" Facilitator Training for up to twenty-five (25) staff members in November 2017.

The purpose of the training will be to provide participants with the knowledge and expertise to competently and confidently implement the evidenced-based multi-tiered system of supports (MTSS) for behavior and social-emotional learning strategies for "Council for Boys and Young Men" programming. The One Circle Curricula program employs evidenced-based principles of strengths-based approach, motivational interviewing strategies that have a strong focus on positive youth development.

The trained staff members will be part of the Restorative Interventions for Student Empowerment (R.I.S.E.) program as Tier 2 behavior intervention facilitators at the schools where they are assigned.

It is recommended that the Board of Education approve an agreement with One Circle Foundation to provide a two (2) day training that will provide up to twenty-five (25) participants with the knowledge and expertise to competently and confidently implement the evidenced-based multi-tiered system of supports (MTSS) for behavior and social-emotional learning strategies for "Council for Boys and Young Men" programming, effective November 1, 2017 through November 30, 2017, for a total cost not-to-exceed \$10,500.00, to be paid from the General Fund.

**Submitted by:** Angela Brantley

**Reviewed by:** Kelly Bruce

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

(Ref. H 6.1)

**AGREEMENT WITH  
EVELIN GARCIA**

September 13, 2017

Special Education requests the Board of Education approve an agreement with Evelin Garcia to provide an Independent Education Evaluation (IEE) in the area of Psycho-Educational evaluation in Autisim for a current Special Education student, effective September 14, 2017 through June 30, 2018.

It is recommended that the Board of Education approve an agreement with Evelin Garcia to provide an Independent Education Evaluation (IEE) in the area of Psycho-Educational evaluation in Autisim for a current Special Education student, effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$3,600.00, to be paid from Special Education funds.

**Submitted by:** Bridgette Ealy

**Reviewed by:** Kelly Bruce

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

(Ref. H 7.1)

**AGREEMENT WITH  
RAINCROSS BEHAVIORAL AND PSYCHOLOGICAL SERVICES, INC.**

September 13, 2017

Special Education requests the Board of Education approve an agreement with Raincross Behavioral and Psychological Services, Inc. to provide Wraparound services to current District Student No. 1319411 who is attending a non-public school during the 2017-2018 school year, effective September 14, 2017 through June 30, 2018.

The goal is to support the student in his new school setting so that he can successfully transition to public school with minimal behavioral issues.

It is recommended that the Board of Education approve an agreement with Raincross Behavioral and Psychological Services, Inc. to provide Wraparound services to current District Student No. 1319411 who is attending a non-public school for the 2017-2018 school year, effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$14,120.00 to be paid from Special Education funds.

**Submitted by:** Bridgette Ealy

**Reviewed by:** Kelly Bruce

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

(Ref. H 8.1)

**AGREEMENT WITH  
YOUNG VISIONARIES YOUTH LEADERSHIP ACADEMY  
SMAART PROGRAM**

September 13, 2017

Eisenhower High School requests the Board of Education approve fifteen to twenty (15-20) students and Dr. Enice Jackson, Assistant Principal, to participate in Young Visionaries Youth Leadership Academy SMAART program sessions, at Eisenhower High School from September 14, 2017 through June 30, 2018.

This program is designed to provide conflict resolution strategies, cultural awareness, mentorship, as well as educational tutoring for students. Participants will meet once per week, for one hour at their individual school site. The program is also designed to help individuals identify their strengths, as well as personal and social issues that affect them. Students will work with trained staff members towards improving their levels of confidence, self-awareness, as well as self-esteem.

When traveling, transportation will be via van. There will be no lodging. Registration includes a Registration Form, which includes school information, health information, personal information, and an Informed Consent Form. Travel, meals and registration costs will be paid through the San Bernardino County Department of Behavior Health, which will be free of charge to Rialto USD.

It is recommended that the Board of Education approve fifteen to twenty students (15-20) and Dr. Enice Jackson, Assistant Principal, to participate in Young Visionaries Youth Leadership Academy SMAART program sessions at Eisenhower High School, from September 14, 2017 through June 30, 2018, to be paid by the San Bernardino County Department of Behavior Health, at no cost to the District.

**Submitted by:** Scott Sparks

**Reviewed by:** Kelly Bruce

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

(Ref. H 9.1)



**AGREEMENT WITH  
PCH ARCHITECTS, L.L.P.  
FOR CARTER HIGH SCHOOL**

September 13, 2017

Maintenance & Operations requests the Board of Education approve an agreement with PCH Architects L.L.P., to provide architectural and engineering services to provide an operable window between the Performing Arts Theater and the adjacent storage room to be used as a control booth for performances at Carter High School.

PCH Architects L.L.P. will demolish a portion of the existing partition, reconfigure the wall frame and finish, as required, to accommodate the new operable window, maintain current fire-rating of the existing wall, relocate the fire extinguisher cabinet, and relocate existing electrical receptacles below proposed opening location. PCH Architects L.L.P. will also design an accessible parking and path of travel at Carter High School to provide safety for the school campus and efficiency for parents, staff, and the general public according to the Division of the State Architect (DSA) specifications and requirements in the amount of \$19,500.00.

It is recommended that the Board of Education approve an agreement with PCH Architects, L.L.P., to provide architectural and engineering services to provide an operable window between the Performing Arts Theater and the adjacent storage room to be used as a control booth for performances at Carter High School, and design an accessible parking and path of travel according to the specifications and requirements of the Division of the State Architect (DSA), effective September 14, 2017 through June 30, 2018, for a total cost of \$19,500.00, to be paid from the General Fund.

**Submitted by:** Leslie Alexander

**Reviewed by:** Mohammad Z. Islam

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

(Ref. H 10.1)

**AGREEMENT WITH  
PCH ARCHITECTS, L.L.P  
FOR KOLB AND FRISBIE MIDDLE SCHOOLS**

September 13, 2017

Maintenance & Operations requests the Board of Education approve an agreement with PCH Architects L.L.P. to provide architectural and engineering services to remove the existing operable partition in the Multi-Purpose Room and replace the east-west portion with a new ceiling-mounted operable partition at Kolb and Frisbie Middle Schools.

PCH Architects L.L.P. will demolish the existing operable partition including the overhead structure and recessed floor track, design revisions to build a structure to support the new operable partition, and assist in the selection of a new operable partition in accordance with the outlined District criteria. PCH Architects L.L.P. will also design an accessible parking and path of travel in conformance with Division of the State Architect (DSA) regulations at Kolb and Frisbie Middle Schools to provide safety for the school campus and efficiency for parents, staff, and the general public according to the DSA specifications and requirements in the amount of \$24,000.00 each, for a total of \$48,000.00.

It is recommended that the Board of Education approve an agreement with PCH Architects, L.L.P., to provide architectural and engineering services to remove the existing operable partition in the Multi-Purpose Room, replace the east-west portion with a new ceiling-mounted operable partition, and design an accessible parking and path of travel at Kolb and Frisbie Middle Schools according to the specifications and requirements of the Division of the State Architect (DSA), effective September 14, 2017 through June 30, 2018, for a cost of \$24,000.00 per school for a total cost of \$48,000.00, to be paid from Fund 14, Deferred Maintenance Fund.

**Submitted by:** Leslie Alexander  
**Reviewed by:** Mohammad Z. Islam  
**Presented for Board Action:** Cuauhtémoc Avila, Ed.D.

(Ref. H 11.1)

**SMART SNACK APPROVAL  
FOOD SALES FOR ASSOCIATED STUDENT BODY (ASB)  
MIDDLE AND HIGH SCHOOLS**

September 13, 2017

Pursuant to Education Code 49430, 49431.5, California Code of Regulations 15501, 15575, 15576, 15577, and Code of Federal Regulations sections 210.10, 210.11, 220.8 and 220.12, foods and beverages sold to students from midnight to 30 minutes after school must be compliant with Smart Snack regulations and are subject to Board approval.

Nutrition Services requests approval for District Associated Student Body (ASB's) and other student organizations at the Middle and High School campuses to sell the following compliant food items for the 2017-2018 school year:

Nestle Skinny Cow Ice Cream Sandwiches – (Vanilla and Cookie & Cream) 71g.  
General Mills Cereal Bars (Trix, Cocoa Puffs, Cinnamon Toast Crunch) 1.42 oz.  
Welch's Mixed Fruit Snacks 1.55 oz.  
Pepperidge Farms Whole Grain Goldfish Crackers .75 oz.  
Kelloggs Rice Krispie Treats (Original & Chocolate Chip) 1.3 oz.  
Kelloggs Whole Grain Cheez-it 1.5 oz.  
Chex Mix Simply Chocolate Caramel 1.03 oz.

It is recommended that the Board of Education approve the selling of the following food items compliant with Smart Snack regulations by Associated Student Body (ASB) and other student organizations at the Middle and High School campuses for the 2017- 2018 school year: Nestle Skinny Cow Ice Cream Sandwiches – (Vanilla and Cookie & Cream) 71g., General Mills Cereal Bars (Trix, Cocoa Puffs, Cinnamon Toast Crunch) 1.42 oz., Welch's Mixed Fruit Snacks 1.55 oz., Pepperidge Farms Whole Grain Goldfish Crackers .75 oz., Kelloggs Rice Krispie Treats (Original & Chocolate Chip) 1.3 oz., Kelloggs Whole Grain Cheez-it 1.5 oz., Chex Mix Simply Chocolate Caramel 1.03 oz.

**Submitted by:** Cinde Stone

**Reviewed by:** Mohammad Z. Islam

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

(Ref. H 12.1)

**AGREEMENT WITH  
HEIDER INSPECTION GROUP**

September 13, 2017

A certified testing laboratory is required on any construction project that requires Division of the State Architect (DSA) approval. The testing laboratory must be employed directly by the School District per Section 4-335 (b) of Title 24, Part 1, to perform geotechnical tests, structural tests, and inspection services as prescribed in the DSA Form SSS 103-1. The testing laboratory acts under the direction of the District, coordinates with the DSA Inspector in the field, and produces testing reports which shall be subject to DSA approval. The cost of the testing and inspection services will be paid for by the solar energy vendor, Onyx Renewable Partners L.P., under the Power Purchase Agreement which was signed on May 6, 2015, and Amendment No. 1 on August 24, 2016.

Facilities Planning requested proposals from the testing inspection firm which had been approved for the inspection of Phases 1 through 7 of Solar Energy Projects for DSA testing and inspection services on the Phase 8 of the Solar Energy Project at Eisenhower High School. After review with the solar project manager, Heider Inspection Group is recommended for the project.

It is recommended that the Board of Education approve an agreement with Heider Inspection Group to provide soil tests, structural tests, and special inspection services for Phase 8 of the District-wide Solar Energy Project for a not-to-exceed amount of \$12,046.00, to be temporarily paid from the General Fund and reimbursed by Onyx Renewable Partners L.P. to the District at the end of the project.

**Submitted by:** Iris Chu

**Reviewed by:** Mohammad Z. Islam

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

(Ref. H 13.1)

**TARGET GRANT  
MORGAN ELEMENTARY SCHOOL**

September 13, 2017

Morgan Elementary School requests the Board of Education accept the Target Grant in the amount of \$2,000.00.

The grant will be used to purchase one to three 3D printers for student use in the maker space classroom. A maker space classroom is a classroom that provides hands-on, creative ways to encourage students to design, experiment, build, and invent as they engage in Science, Technology, Engineering, Arts, and Math (STEAM) activities and tinkering. Students will be able to use computer software to construct 3D images of their creation and send their file to the 3D printer to print the image. This grant helps to support Morgan Elementary School's focus on STEAM.

It is recommended that the Board of Education accept the Target Grant in the amount of \$2,000.00, to be used to purchase one to three 3D printers at Morgan Elementary School, effective September 14, 2017 through June 30, 2018.

**Submitted by:** Alex Vara

**Reviewed by:** Kelly Bruce

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

(Ref. H 14.1)

**BUILDING AND FACILITY USE  
MONTH-TO-MONTH AGREEMENT  
BETWEEN  
THE CITY OF RIALTO AND THE RIALTO UNIFIED SCHOOL DISTRICT**

September 13, 2017

The City of Rialto and the Rialto Unified School District both own certain buildings and facilities which are used for various reasons to conduct City business and School District business respectively. The original agreement was entered into by the City and the District on July 16, 2014, which expired on June 30, 2017.

On April 19, 2017, the Board of Education approved Amendment No. 1 for the Building and Facility Use Agreement between the City of Rialto and the District to extend the existing agreement with all terms and conditions remaining the same, which expired on June 30, 2017, for an additional term of three years, effective July 1, 2017 to June 30, 2020. The City did not approve the extension.

Currently, the City of Rialto is requesting waiver of fees that are being discussed between the City of Rialto and the District. In the interim, the City of Rialto has proposed to extend the term of the initial Agreement to be reviewed on a month-to-month basis pursuant to the authorized extension options under the Agreement from September 14, 2017 through June 30, 2018, unless extended again pursuant to the terms of the Agreement. All provisions of the Agreement shall remain unchanged and in full force and effect.

It is recommended that the Board of Education approve a month-to-month Building and Facility Use agreement with the City of Rialto extending the initial Agreement with all provisions of the initial Agreement unchanged and in full force and effect, effective September 14, 2017 through June 30, 2018, to provide the use of certain buildings and facilities to conduct City of Rialto business and School District business, until the City of Rialto and the School District reach an agreement regarding the request for waiver of fees.

**Submitted by:** Iris Chu

**Reviewed by:** Mohammad Z. Islam

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

(Ref. H 15.1)

**AGREEMENT WITH  
GUADALUPE ANDRADE  
TITLE I CONSULTANT SERVICES**

September 13, 2017

Education Services requests the Board of Education approve an agreement with Guadalupe Andrade to provide twenty-five (25) days of special services and technical expertise and administrative support in the area of state and federal categorical program management and implementation, within the scope of the responsibilities of the Special Programs Office and administrative support to the Education Services Department.

The consultant will assist the District and schools with implementing Title I programs (School-wide or Targeted Assistance), Title I program budget development and monitoring, parent advisories, and federal program compliance monitoring. The consultant will also provide technical expertise, information and assistance regarding site planning and implementation of Title I and Title II program implementation: and provide direction and coordination in the development and implementation of categorical programs including the Single Plan for Student Achievement. The consultant will also monitor requisitions and purchase of material and equipment for Title I and Title II.

It is recommended that the Board of Education approve an agreement with Guadalupe Andrade to provide special services, technical expertise, and administrative support in the area of state and federal categorical program management and implementation, within the scope of the responsibilities of the Special Programs Office and administrative support to the Education Services Department, effective September 14, 2017 through December 30, 2017, at a total cost not-to-exceed \$14,300.00, to be paid from Title I funds.

**Submitted by:** Marina Madrid, Ed.D.

**Reviewed by:** Kelly Bruce

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

(Ref. H 16.1)

**AGREEMENT WITH  
KNOWLAND CONSTRUCTION SERVICES**

September 13, 2017

As a requirement of the Division of the State Architect (DSA), an Inspector of Record (IOR) must be contracted directly with the District to review the plans/specifications and oversee construction of public school facilities. The IOR must verify that the plans, specifications, and actual construction are in compliance with the DSA-approved construction plans, requirements, and standards for Structural Safety, Fire/Life Safety, and Access Compliance.

The District is in need of a Division of State Architect (DSA) Inspector for Phase 8 of the Solar Photovoltaic Shade Structures at Eisenhower High School. The project has been classified by the DSA as a Class 2 project.

Facilities Planning invited a proposal from the inspection firm which had been approved for the inspection of Phases 1 through 7 of the Solar Energy Projects. After review with the solar project manager, Knowland Construction Services is recommended for the Phase 8 project.

The fee schedule for the project is \$68.00 per hour for a Class 2 inspector to perform inspection services. Overtime and Saturday services will be paid at one and one-half times the normal rate, and Sunday services will be billed at two times the normal rate.

The solar energy vendor, Onyx Renewable Partners L.P., is responsible for the cost of the DSA inspection services under the Power Purchase Agreement, which was signed on May 6, 2015, and Amendment No. 1 on August 24, 2016. All payment to the inspection services will be reimbursed by Onyx Renewable Partners L.P.

It is recommended that the Board of Education approve an agreement with Knowland Construction Services to provide Division of the State Architect inspection services for the District-wide Solar Energy Projects, Phase 8 at Eisenhower High School, for a total amount not-to-exceed \$21,760.00. Overtime and Saturday services will be paid at one and one-half times the normal rate, and Sunday services will be billed at two (2) times the normal rate to be paid from the General Fund and reimbursed by Onyx Renewable Partners L.P., at the end of the project.

**Submitted by:** Iris Chu

**Reviewed by:** Mohammad Z. Islam

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

(Ref. H 17.1)



**SIGNATURE AUTHORIZATION FOR  
STATE/COUNTY DOCUMENTS**

September 13, 2017

In order to comply with Education Code Sections 35161, 35250, and 72600, it is necessary to have Board approval of District individuals authorized to sign State/County documents and/or to approve San Bernardino County Superintendent of School documents.

Signature authorization of Cinde Stone, Director of Nutrition Services and Fausat Rahman-Davies, Assistant Director, Nutrition Services, is requested to have authorization to sign purchase orders for Nutrition Services with the monetary limit of \$25,000.00, effective September 14, 2017, until revoked.

It is recommended that the Board of Education approve the authorization of Cinde Stone, Director of Nutrition Services, and Fausat Rahman-Davies, Assistant Director, Nutrition Services, to sign purchase orders for Nutrition Services with the monetary limit of \$25,000.00, effective September 14, 2017, until revoked.

**Submitted by:** Cinde Stone

**Reviewed by:** Mohammad Z. Islam

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

(Ref. H 18.1)

**AMENDMENT NO. 2  
JOHN W. STEELE, III  
LANDMARK PRODUCTIONS**

September 13, 2017

On June 15, 2016, the Board of Education approved an agreement with John W. Steele, III, Landmark Productions, to produce and record Board of Education meetings, effective July 1, 2016 through June 30, 2018, for a cost not-to-exceed \$8,000.00.

In addition to the production and recordings of the Board of Education meetings, Landmark Productions' scope of work expanded to include the setup, operation and upkeep of the broadcast system, as well as video recordings of special District events such as "The Ritz, Parent Summit, concerts, and other miscellaneous events, as required by Media Services. Amendment No. 1 was executed on January 9, 2017, to provide for the changes in the scope of work, with all other terms of the existing agreement to remain the same.

Due to the additional scope of work that Landmark Productions is providing, Amendment No. 2 is necessary to increase the cost of the agreement from \$8,000.00 to \$20,000.00 with the hourly rate of \$40.00, and the period of the agreement from July 1, 2016 through June 30, 2018, to remain in full force per the existing agreement.

It is recommended that the Board of Education approve Amendment No. 2 with John W. Steele, III, Landmark Productions, to continue to produce and record Board of Education meetings, setup, operation and upkeep of the broadcast systems, and video record special District events as required by Media Services, increasing the cost of the two-year agreement, effective July 1, 2016 through June 30, 2018, from \$8,000.00 to a cost not-to-exceed \$20,000.00, to be paid from the General Fund.

**Submitted by:** Syeda Jafri

**Reviewed by:** Mohammad Z. Islam

**Submitted for Board Action:** Cuauhtémoc Avila, Ed.D.

(Ref. H 19.1)

## AGREEMENT WITH ROBERT JACKSON

September 13, 2017

The Superintendent's Office requests the Board of Education approve an agreement with Mr. Robert Jackson as a motivational keynote speaker for all third grade teachers in the District and site administrators on September 28, 2017, 3:00 p.m. to 6:30 p.m., at the Chavez Huerta Center for Education. Mr. Jackson will engage with all third grade teachers, site administrators, and invited education leaders for the benefit of leading the District's *Third Grade Literacy Charge*, promoting the shared District vision that all students will become proficient readers by third grade.

A renowned, national educational speaker, Mr. Jackson is also the noted author of the *No More Excuses Curriculum*, featuring the books: *Solutions to Educating Black and Latino Males* and *Put a Stop to Bullying* along with several others. He is the successful owner of Lavelle Publishing.

Mr. Jackson conducts professional development workshops and keynotes nationally for educators, parents and students throughout the nation. He has remained deeply rooted in his commitment to serve his community as a mentor and leader, especially on issues on how to teach and lead in a diverse school culture. His workshop topics include Building Cultural Awareness and Effective Communication, Solutions and Strategies to Educating and Leading Black and Latinos, Discipline and Accountability.

As a motivational keynote speaker, Mr. Jackson has created positive change in school systems nationally, working to bridge the gap between parents, educators, administrators and students. He has presented keynote addresses, seminars and workshops across the United States and Canada. He has worked successfully with Hawaii Dept. of Ed (Hilo, HI), Alief and Spring ISD (Houston, TX), Duncanville ISD (Dallas TX), Moreno Valley Unified School District (Moreno Valley, CA), and Beaufort School District (Beaufort, SC), Harvard Graduate School and Texas Southern University.

It is recommended that the Board of Education approve an agreement with Mr. Robert Jackson as the motivational keynote speaker for all third grade teachers in the District and site administrators on September 28, 2017, at a cost not-to-exceed \$5,000.00, to be paid from the General Fund.

**Submitted by:** Syeda Jafri

**Reviewed by:** Mohammad Z. Islam

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

(Ref. H 20.1)

## 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**

|                  |                     |            |                  |
|------------------|---------------------|------------|------------------|
| Orozco, Jennifer | Jehue Middle School | 08/31/2017 | \$12.50 per hour |
| Renova, Larena   | Jehue Middle School | 08/31/2017 | \$12.50 per hour |

**SUBSTITUTE NOON DUTY AIDES**

|                 |                        |            |                  |
|-----------------|------------------------|------------|------------------|
| Flores, Marisol | Dunn Elementary School | 08/22/2017 | \$10.50 per hour |
|-----------------|------------------------|------------|------------------|

**CROSSING GUARD**

|                            |   |            |                  |
|----------------------------|---|------------|------------------|
| Aguilera, Refugio          | Crossing Guard<br>Educational Safety/Security | 08/15/2017 | \$10.50 per hour |
| Hernandez Rangel, Josefina | Crossing Guard<br>Educational Safety/Security | 08/17/2017 | \$10.50 per hour |
| Rivera, Adriana            | Crossing Guard<br>Educational Safety/Security | 08/23/2017 | \$10.50 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:

| <u>Carter High School</u>     |                               |           |            |
|-------------------------------|-------------------------------|-----------|------------|
| Fifita, Moui                  | Varsity Assistant, Football   | 2017/2018 | \$3,809.00 |
| Johnstone, Stephen            | Frosh Head, Football          | 2017/2018 | \$3,986.00 |
| Lewis, Manessiah              | Frosh Assistant, Football     | 2017/2018 | \$3,543.00 |
| Munford, Jaymi                | JV Assistant, Football        | 2017/2018 | \$3,543.00 |
| Warren, Albert                | Varsity Assistant, Football   | 2017/2018 | \$3,809.00 |
| <u>Eisenhower High School</u> |                               |           |            |
| Adams, Damon                  | Frosh Head, Football          | 2017/2018 | \$3,986.00 |
| Brown, Laura                  | Frosh Assistant, Football     | 2017/2018 | \$3,543.00 |
| Elias, Bobby                  | JV Head, Girls' Volleyball    | 2017/2018 | \$2,835.00 |
| Fortune Jr., Johnny           | JV Assistant, Football        | 2017/2018 | \$3,543.00 |
| Jefferies, Alexander          | Varsity Assistant, Football   | 2017/2018 | \$3,809.00 |
| McFarland, Vincent            | JV Assistant, Football        | 2017/2018 | \$3,543.00 |
| Perkins, Elexious             | JV Head, Football             | 2017/2018 | \$3,986.00 |
| Pugh, Darnell                 | Varsity Assistant, Football   | 2017/2018 | \$3,809.00 |
| <u>Rialto High School</u>     |                               |           |            |
| Greyson, Anthony              | Frosh Assistant, Football     | 2017/2018 | \$3,543.00 |
| Marron, Gloria                | Frosh Head, Girls' Volleyball | 2017/2018 | \$2,835.00 |
| Ulibarri, Ryan                | Frosh Head, Football          | 2017/2018 | \$3,986.00 |

**Submitted and Reviewed By:** Rhea McIver Gibbs and Rhonda Kramer  
**Presented for Board Action:** Cuauhtémoc Avila, Ed.D.

PERSONNEL REPORT NO. 1179  
 CLASSIFIED EMPLOYEES  
 September 13, 2017

**PROMOTIONS**

|                                  |  |            |            |  |
|----------------------------------|--|------------|------------|--|
| Smith, Karen<br>(Repl. K. Pivac) | To: Administrative Secretary II***<br>Business Services  | 09/14/2017 | To: 27-5   | \$5,396.67 per month<br>(8 hours, 12 months) |
|                                  | From: Administrative Secretary I***<br>Business Services |            | From: 26-5 | \$5,100.25 per month<br>(8 hours, 12 months) |

**EMPLOYMENT**

|  |   |            |      |   |
|--|---|------------|------|---|
| Camarena, Gloria<br>(Repl. S. Garcia)    | Instructional Assistant II – SE<br>(RSP/SDC)<br>Myers Elementary School | 08/28/2017 | 26-1 | \$15.65 per hour<br>(3 hours, 203 days)   |
| Castillo, Victor<br>(Repl. T. Hughes)    | Custodian I**<br>Jehue Middle School                                    | 09/14/2017 | 33-1 | \$18.66 per hour<br>(8 hours, 12 months)  |
| Naves, Maria<br>(Repl. E. Morse)         | Categorical Project Clerk<br>Jehue Middle School                        | 09/14/2017 | 32-1 | \$18.20 per hour<br>(6 hours, 217 days)   |
| Millan, Charmaine<br>(Repl. N. Anderson) | Child Development<br>Instructional Assistant<br>Myers Preschool         | 08/16/2017 | 26-1 | \$15.65 per hour<br>(3.5 hours, 203 days) |
| Oliver, Christine<br>(Repl. A. Perez)    | Categorical Project Clerk<br>Kordyak/Bemis Elementary Schools           | 09/14/2017 | 32-1 | \$18.20 per hour<br>(6 hours, 227 days)   |
| Talavera, Oyarzabal, Martha              | Instructional Assistant II/B.B.<br>Kelley Elementary School             | 08/28/2017 | 25-1 | \$15.26 per hour<br>(3 hours, 203 days)   |
| Villalpando, William<br>(Repl. P. Vega)  | Child Development<br>Instructional Assistant<br>Preston Preschool #2    | 08/17/2017 | 26-1 | \$15.65 per hour<br>(3.5 hours, 203 days) |

**RETIREMENT**

|                   |                                    |            |
|-------------------|------------------------------------|------------|
| Elizondo, Maria   | Health Clerk<br>Rialto High School | 09/01/2017 |
| Borgards, William | Campus Security Officer I          | 09/01/2017 |

**RESIGNATIONS**

|                     |   |            |
|---------------------|---|------------|
| Armitage, Kimberlee | Lifeguard Instructional Assistant<br>Eisenhower High School | 08/30/2017 |
| Ornoz, Claudia      | Instructional Assistant II/B.B.<br>Carter High School       | 08/30/2017 |

**ADDITION OF BILINGUAL STIPEND (2.75% of base Salary)**

|                             |                                 |            |
|-----------------------------|---------------------------------|------------|
| Talavera, Oyarzabal, Martha | Instructional Assistant II/B.B. | 08/28/2017 |
|-----------------------------|---------------------------------|------------|



PERSONNEL REPORT NO. 1179  
 CLASSIFIED EMPLOYEES  
 September 13, 2017

**SUBSTITUTES**

|                             |                            |            |                  |
|-----------------------------|----------------------------|------------|------------------|
| Bocanegra, Briana N.        | Clerk Typist I             | 09/05/2017 | \$16.63 per hour |
| Davis, Justin               | Inst. Asst. II (RSP/SDC)   | 08/16/2017 | \$15.39 per hour |
| Flotte, Jasmine             | Health Aide                | 08/22/2017 | \$15.09 per hour |
| Leon, Alyssa A.             | Health Aide                | 09/05/2017 | \$15.09 per hour |
| Ramirez, Elouisedoratric N. | Health Clerk               | 08/10/2017 | \$17.50 per hour |
| Robertson, Denise           | Nutrition Service Worker I | 08/24/2017 | \$13.01 per hour |
| Soto, Maria D.              | Clerk Typist I             | 08/21/2017 | \$16.63 per hour |
| Tun Castaneda, Reyna        | Nutrition Service Worker I | 08/24/2017 | \$13.01 per hour |
| Vega Reyes, Thalia          | Nutrition Service Worker I | 09/07/2017 | \$13.01 per hour |
| Vega, Rhianna C.            | Clerk Typist I             | 08/17/2017 | \$16.63 per hour |
| Villarreal, Rebeca          | Nutrition Service Worker I | 09/07/2017 | \$13.01 per hour |
| Vizcarra, Miriam            | Nutrition Service Worker I | 09/07/2017 | \$13.01 per hour |

**REINSTATEMENT TO FORMER POSITION**

|                 |  |            |            |   |
|-----------------|--|------------|------------|---|
| Vasquez, Samuel | To: Instructional Assistant II - SE<br>(RSP/SDC)<br>Carter High School   | 08/31/2017 | To: 26-2   | \$16.45 per hour<br>(3 hours, 203 days) |
|                 | From: Instructional Assistant II – SE<br>(RSP/SDC)<br>Carter High School |            | From: 26-2 | \$16.45 per hour<br>(3 hours, 203 days) |

**VOLUNTARY DEMOTION**

|  |   |            |            |   |
|--|---|------------|------------|---|
| Crenshaw, Kimberly<br>(Repl. M. Boggs) | To: Categorical Project Clerk<br>Kolb Middle School | 09/14/2017 | To: 32-5   | \$22.18 per hour<br>(6 hours, 217 days)   |
|  | From: Account Clerk II<br>Nutrition Services        |            | From: 36-5 | \$24.52 per month<br>(8 hours, 12 months) |

**VOLUNTARY LATERAL TRANSFER AND DECREASE IN WORK HOURS**

|                   |  |            |            |   |
|-------------------|--|------------|------------|---|
| Gutierrez, Blanca | To: Instructional Assistant II– SE<br>(RSP/SDC)<br>Myers Elementary School | 08/28/2017 | To: 26-5   | \$19.08 per hour<br>(3 hours, 203 days)   |
|                   | From: Child Development<br>Instructional Assistant<br>Morris Preschool     |            | From: 26-5 | \$19.08 per hour<br>(3.5 hours, 203 days) |

**SHORT TERM ASSIGNMENTS**

|                  |  |                            |                  |
|------------------|--|----------------------------|------------------|
| Clerical Support | Alternative Education<br>(Not to exceed 244 hours) | 09/14/2017 –<br>12/30/2017 | \$16.63 per hour |
| Clerical Support | EL Programs<br>(Not to exceed 6 Hours Per Day)     | 11/16/2017 –<br>05/25/2018 | \$16.63 per hour |

**CERTIFICATION OF ELIGIBILITY LIST – Administrative Secretary II**

Eligible: 09/14/2017  
 Expires: 03/14/2018

PERSONNEL REPORT NO. 1179  
CLASSIFIED EMPLOYEES  
September 13, 2017

**CERTIFICATION OF ELIGIBILITY LIST – Athletic Trainer**

Eligible: 09/14/2017  
Expires: 03/14/2018

**CERTIFICATION OF ELIGIBILITY LIST – Attendance/Records Clerk**

Eligible: 09/14/2017  
Expires: 03/14/2018

**CERTIFICATION OF ELIGIBILITY LIST – District Parent Center Assistant**

Eligible: 09/14/2017  
Expires: 03/14/2018

**CERTIFICATION OF ELIGIBILITY LIST – Instructional Assistant II – SE (RSP/SDC)**

Eligible: 09/14/2017  
Expires: 03/14/2018

**CERTIFICATION OF ELIGIBILITY LIST – Lead Nutrition Service Worker**

Eligible: 09/14/2017  
Expires: 03/14/2018

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

**Submitted and Reviewed By:** Rhea McIver Gibbs and Rhonda Kramer  
**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 September 14, 2017 unless earlier date is indicated)

|                   |            |
|-------------------|------------|
| Barkley, Jonathan | 08/28/2017 |
| Farino, Cheryl    | 09/05/2017 |
| Reyes, Isidro     | 08/14/2017 |

**EMPLOYMENT**

|                      |                   |            |     |                        |
|----------------------|-------------------|------------|-----|------------------------|
| Benavides, Angelo    | Secondary Teacher | 09/05/2017 | I-1 | \$51,725.00 (184 days) |
| Brazil, Jacqueline   | Nurse             | 09/06/2017 | I-1 | \$51,725.00 (184 days) |
| Gadsden, Christopher | Counselor         | 08/21/2017 | I-1 | \$53,131.00 (189 days) |
| Monterrosa, Ana      | Secondary Teacher | 08/24/2017 | I-1 | \$51,725.00 (184 days) |
| Rosales, Hector      | Secondary Teacher | 08/30/2017 | I-1 | \$51,725.00 (184 days) |
| Sittniewski, Carla   | Secondary Teacher | 08/28/2017 | I-1 | \$51,725.00 (184 days) |

**RESIGNATIONS**

|                |  |           |
|----------------|--|-----------|
| Garcia, Lisa   | Program Specialist (Special Education) | 8/31/2017 |
| Johnson, Erika | Coordinator, Special Education         | 9/04/2017 |

**ADULT EDUCATION TEACHERS** (For the 2017/2018 school year at the regular hourly rate of \$42.87 for instructional time and \$25.00 for non-instructional time)

Herrera, Rachel

**HOME AND HOSPITAL TEACHERS** (To be used during the 2017/2018 school year, as needed, at the regular hourly rate of \$42.87)

|                     |                       |                    |
|---------------------|-----------------------|--------------------|
| Allison, Donna      | Miner, Linda          | Turan, Cherlynn    |
| Curtis, Martin      | Noerdinger, Gabrielle | Valdepena, Vanessa |
| Evans, Bill         | Parziale, Frank       | Ventura, Evette    |
| Georgi, Felix       | Trujillo, David       | Walsh, Curt        |
| Mihalski, Kimberlee | Trujillo, Janette     |                    |

**EXTRA DUTY COMPENSATION** (Group Leader for the 2017/2018 school year)

|                |              |            |
|----------------|--------------|------------|
| Hanna, Allison | Psychologist | \$1,772.00 |
|----------------|--------------|------------|

**SUPPLEMENTAL SERVICES** (Retired teacher to work with students on a reading program and English Language Development at Hughbanks Elementary September 2017 through December 2017, at the hourly rate of \$25.00, not to exceed 180 hours and to be charged Title I)

Wilson, Joan

**SUPPLEMENTAL SERVICES** (Retired teacher to assist with grade level intervention at Boyd Elementary September 2017 through December 15, 2017, at the hourly rate of \$25.00, not to exceed 168 hours and to be charged to Title I)

Christian, Sarah

PERSONNEL REPORT NO. 1179  
 CERTIFICATED EMPLOYEES  
 September 13, 2017

**EXTRA DUTY COMPENSATION** (Teacher at Milor High School to serve as Administrative Designee and assist with planning and startup of school year in absence of Assistant Principal July 2017 through September 2017, at the hourly rate of \$42.87, not to exceed 100 hours and to be charged to General Fund)

Pool, Cynthia

**EXTRA DUTY COMPENSATION** (Additional class assignments at 1/6<sup>th</sup> of the daily rate or \$42.87 per hour, whichever is greater, for the fall semester of the 2017/2018 school year, and to be charged to General Fund)

Jehue Middle School

|                       |                    |            |
|-----------------------|--------------------|------------|
| Hamner, Mary Margaret | Physical Education | 08/03/2017 |
| Mitchell, Melissa     | Physical Education | 08/02/2017 |
| Oxley, Roger          | Physical Education | 08/03/2017 |

Kucera Middle School

|                    |                       |            |
|--------------------|-----------------------|------------|
| Bobadilla, Mirna   | English Language Prep | 08/03/2017 |
| Sullinger, Melissa | Physical Education    | 08/03/2017 |
| Zahid, Nadia       | APEX                  | 08/03/2017 |

Rialto Middle School

|                   |                    |            |
|-------------------|--------------------|------------|
| Douglass, Michael | Physical Education | 08/03/2017 |
|-------------------|--------------------|------------|

Eisenhower High School

|                     |             |            |
|---------------------|-------------|------------|
| Atkinson, Eric      | Engineering | 08/03/2017 |
| Baca, Carole        | Chemistry   | 08/03/2017 |
| Fitzpatrick, Ofelia | Spanish     | 08/03/2017 |
| Rodriguez, Rachel   | Spanish     | 08/03/2017 |

Rialto High School

|                   |          |            |
|-------------------|----------|------------|
| Bacon, Timothy    | Physics  | 08/03/2017 |
| Hemminger, Robert | Ceramics | 08/03/2017 |
| Rizzo, Kara       | English  | 08/03/2017 |

**EXTRA DUTY COMPENSATION** (Department Chairpersons for the 2017/2018 school year)

Jehue Middle School

|                 |                    |             |            |
|-----------------|--------------------|-------------|------------|
| Rodriguez, Eric | Physical Education | 33 Sections | \$2,215.00 |
|-----------------|--------------------|-------------|------------|

Rialto Middle School

|                   |                                  |             |            |
|-------------------|----------------------------------|-------------|------------|
| Elssmann, Stanley | VAPA                             | 35 Sections | \$2,215.00 |
| Hernandez, Luis   | Special Education                | 25 Sections | \$2,215.00 |
| Santiago, Robbin  | 6 <sup>th</sup> Grade Engliss/SS | 31 Sections | \$1,993.50 |

**EXTRA DUTY COMPENSATION**

Jehue Middle School

|                     |                              |           |            |
|---------------------|------------------------------|-----------|------------|
| Dean, Laura         | Activities Advisor           | 2017/2018 | \$2,835.00 |
| Lane, Steven        | Yearbook                     | 2017/2018 | \$1,152.00 |
| Martindale, Jessica | Cheerleader/Drill Team/Dance | 2017/2018 | \$1,683.00 |
| Ott, Ed             | Academic Coaching            | 2017/2018 | \$2,480.00 |
| Prado, Kathi        | Band                         | 2017/2018 | \$2,215.00 |
| Prado, Kathi        | Chorus                       | 2017/2018 | \$1,683.00 |
| Robinson, Teresa    | Drama                        | 2017/2018 | \$1,683.00 |

Eisenhower High School

|                           |                     |           |            |
|---------------------------|---------------------|-----------|------------|
| Chamberlain, Stefanie     | Choir               | 2017/2018 | \$3,278.00 |
| Davis, Jeremy             | Speech/Debate       | 2017/2018 | \$3,278.00 |
| Felkins, Gina             | Cheerleading        | 2017/2018 | \$3,322.00 |
| Henriquez Pulido, Gilbert | Athletic Director   | 2017/2018 | \$4,429.00 |
| Henriquez Pulido, Kristal | Student Activities  | 2017/2018 | \$4,429.00 |
| Luster, W. Wayne          | ROTC Drill Team     | 2017/2018 | \$3,100.00 |
| Newman, Evelyn            | Dance/Choreographer | 2017/2018 | \$3,278.00 |
| Price, Hazel              | Yearbook            | 2017/2017 | \$2,480.00 |
| Quinto, Kellen            | Academic Decathlon  | 2017/2018 | \$3,278.00 |
| Ressa, Vincent            | Drama               | 2017/2018 | \$3,278.00 |
| Richard, Chad             | Journalism          | 2017/2018 | \$2,215.00 |
| Wood, Bridget             | Head Counselor      | 2017/2018 | \$2,436.00 |

Milor High School

|                  |                    |           |            |
|------------------|--------------------|-----------|------------|
| Luna, Christie   | Newspaper          | 2017/2018 | \$1,152.00 |
| Whisman, Jeffrey | Activities Advisor | 2017/2018 | \$2,835.00 |
| Williams, Sandra | Head Counselor     | 2017/2018 | \$2,436.00 |

**EXTRA DUTY COMPENSATION**

Carter High School

|                        |                                   |           |            |
|------------------------|-----------------------------------|-----------|------------|
| Allen-Hardesty, Shawna | Frosh Head, Girls' Volleyball     | 2017/2018 | \$2,835.00 |
| Davila, Albert         | Varsity Head, Boys' Cross Country | 2017/2018 | \$3,278.00 |

Eisenhower High School

|                    |                                   |           |            |
|--------------------|-----------------------------------|-----------|------------|
| Nilsson, Elizabeth | Varsity Head, Boys' Cross Country | 2017/2018 | \$3,278.00 |
|--------------------|-----------------------------------|-----------|------------|

Rialto High School

|                 |                   |           |            |
|-----------------|-------------------|-----------|------------|
| Torres, Alberto | JV Head, Football | 2017/2018 | \$3,986.00 |
|-----------------|-------------------|-----------|------------|

**Submitted and Reviewed By:** Rhea McIver Gibbs and Rhonda Kramer  
**Presented for Board Action:** Cuauhtémoc Avila, Ed.D.

**RESOLUTION NO. 17-18-09  
RIALTO UNIFIED SCHOOL DISTRICT**

**2017-2018**

September 13, 2017

Pursuant to Education Code Section 44258.7(b), for the 2017/2018 school year, the Board of Education of the Rialto Unified School District authorizes the Lead Personnel Agent, Personnel Services, to assign a full-time teacher with a credential other than Physical Education to coach a competitive sport for one period per day for which students receive Physical Education credit.

**NAME**

**SCHOOL**

Gonzalez, Luis

Eisenhower H.S.

I, Cuauhtémoc Avila, Ed.D., Secretary of the Governing Board of the Rialto Unified School District, hereby certify that the foregoing is a true and correct copy of a resolution duly made, adopted and entered in the Board minutes of the Governing Board of the Rialto Unified School District of San Bernardino County on the 13<sup>th</sup> day of September, 2017.

Date: \_\_\_\_\_

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

**RESOLUTION NO. 17-18-12  
RIALTO UNIFIED SCHOOL DISTRICT**

**2017-2018**

September 13, 2017

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

| <u>NAME</u>       | <u>SITE</u>             | <u>CREDENTIAL</u>                                   | <u>ASSIGNMENT</u>  |
|-------------------|-------------------------|---|--------------------|
| Arratia, Engracia | Hughbanks<br>Elementary | Provisional Internship<br>Permit – Multiple Subject | Elementary Teacher |

I, Cuauhtémoc Avila, Ed.D., Secretary of the Governing Board of the Rialto Unified School District, hereby certify that the foregoing is a true and correct copy of a credential waiver duly made, adopted and entered in the Board minutes of the Governing Board of the Rialto Unified School District of San Bernardino County on the 13<sup>th</sup> day of September, 2017.

Date: \_\_\_\_\_

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

**K DISCUSSION/ACTION ITEMS**



**AMENDMENT NO. 1  
WITH THINK TOGETHER, INC.  
AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM**

September 13, 2017

At its meeting of June 21, 2017, the Board of Education approved an agreement with THINK Together, Inc., a California non-profit corporation. The District was granted funding of \$2,672,276.58 from the California Department of Education (CDE) for the purpose of providing the After School Educational and Safety (ASES) program. The amount is based on student enrollment in the after school program. The District contracted THINK Together, Inc. for 100% of the grant to provide the ASES program at eighteen (18) elementary and five (5) middle schools in the District. After the Board approval, the District was notified that additional funds of \$245,849.45 were received because of the increase in student participation with the ASES program.

It is recommended that the Board of Education approve Amendment No. 1 to the agreement with THINK Together, Inc., a California non-profit corporation, for the purpose of providing the After School Educational and Safety (ASES) program at eighteen (18) elementary and five (5) middle schools in the District, effective July 1, 2017 through June 30, 2018, with an option to renew for two (2) subsequent years. Payment not to exceed 100% of the grant of \$2,918,126.03, which includes the grant increase of \$245,849.45 for the 2017-2018 fiscal year and fees will be renegotiated subsequent years, if the District exercises renewal options.

**Submitted by:** Angela Brantley  
**Reviewed by:** Kelly Bruce  
**Presented for Board Action:** Cuauhtémoc Avila, Ed.D.

(Ref. K 1.1)

**ADOPTION OF RESOLUTION NO. 17-18-10  
RELATIVE TO THE ACTUAL 2016-2017 AND  
ESTIMATED 2017-2018 GANN APPROPRIATIONS LIMIT**

September 13, 2017

The passage of Proposition 4 (Article XIII B of the Constitution of the State of California) in November 1979 established constitutional limits on appropriations (Gann Limits) for fiscal years beginning July 1, 1980. These limitations apply only to unrestricted state and local income.

Beginning in 1989-1990, the State redefined the state aid that counts toward school district Gann Limits to be "the amount which fills up a district's Gann Limit." Consequently, only districts with extremely high levels of property taxes will be over their Gann Limits.

Education Code sections 1629 and 42123 specify that by September 15 of each year, the governing boards of districts and county offices of education shall adopt a resolution identifying their estimated appropriations limit for the current year and their actual appropriations limit for the preceding year.

The District's actual appropriations limit for the 2016-2017 fiscal year is \$241,849,154.00. The District's estimated appropriations limit for the 2017-2018 fiscal year is \$248,165,345.00.

It is recommended that the Board of Education adopt Resolution No. 17-18-10, which declares that the Gann Limit appropriations in the 2016-2017 Unaudited Actuals and 2017-2018 Budget do not exceed the limitations imposed by Proposition 4.

**Submitted by:** Diane Romo

**Reviewed by:** Mohammad Z. Islam

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

(Ref. K 2.1)

**RESOLUTION NO. 17-18-10**  
**ADOPTING THE ACTUAL 2016-2017 AND ESTIMATED 2017-2018 GANN LIMIT**

September 13, 2017

**WHEREAS**, in November 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

**WHEREAS**, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school Districts; and

**WHEREAS**, the Rialto Unified School District must establish a Revised Gann Limit for the Fiscal Year 2016-17 and a projected Gann Limit for the Fiscal Year 2017-18 in accordance with the provisions of Article XIII B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Rialto Unified School District Board of Education provides public notice that the attached calculations and documentation of the Gann Limits for the 2016-17 and 2017-18 fiscal years are made in accordance with applicable constitutional and statutory law;

|  | <u>2016-17</u> | <u>2017-18</u> |
|--|----------------|----------------|
| APPROPRIATIONS LIMIT                         | \$241,849,154  | \$248,165,345  |
| DISTRICT APPROPRIATIONS<br>SUBJECT TO LIMITS | \$241,849,154  | \$248,165,345  |

**AND BE IT FUTHER RESOLVED**, that the Board does hereby declare that the Appropriations in the 2016-17 Unaudited Actuals and 2017-18 Budget do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED**, that the Superintendent provided copies of this resolution along with the appropriate attachments to interested citizens of this District.

**APPROVED, PASSED AND ADOPTED** this 13<sup>th</sup> day of September, 2017, by the Board of Education of the Rialto Unified School District of San Bernardino County by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

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

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

\_\_\_\_\_  
Dina Walker  
President, Board of Education

(Ref. K 2.2)

**APPROVAL OF FISCAL YEAR 2016-2017 UNAUDITED ACTUALS  
FINANCIAL REPORT**

September 13, 2017

Education Code section 42100 requires school districts to file annual statements of all receipts and expenditures for the preceding fiscal year with the County Superintendent of Schools on or before September 15 of each year. The report is the District's unaudited actuals summary of revenues, expenditures, and ending fund balances for all funds for the fiscal year that ended June 30, 2017, which will be submitted to the County Superintendent of Schools. All funds ended the year with a positive balance.

(The report will be submitted under separate cover.)

It is recommended that the Board of Education approve the Fiscal Year 2016-2017 Unaudited Actuals Financial Report as presented.

**Submitted by:** Diane Romo

**Reviewed by:** Mohammad Z. Islam

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

(Ref. K 3.1)

**RESOLUTION NO. 17-18-11  
RESOLUTION OF THE BOARD OF EDUCATION OF  
THE RIALTO UNIFIED SCHOOL DISTRICT**

**REMUNERATION**

September 13, 2017

**WHEREAS**, The Governing Board of the Rialto Unified School District acknowledges that Board President Dina Walker was excused from the Wednesday, August 23, 2017, Regular Meeting of the Board of Education;

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

**THEREFORE BE IT RESOLVED**, that the Board of Education excuses the absence of Board President Dina Walker from the Wednesday, August 23, 2017, Regular Meeting of the Board of Education.

\_\_\_\_\_  
Joseph W. Martinez, Board Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cuahtémoc Avila, Ed.D., Board Secretary

\_\_\_\_\_  
Date

**AGREEMENT WITH  
AUTISM SPECTRUM INTERVENTION SERVICES AND TRAINING**

September 13, 2017

Special Education requests the Board of Education approve an agreement with Autism Spectrum Intervention Services And Training (ASIST) to provide Applied Behavior Analyst (ABA) Aides to assist with current students' behaviors per their Individual Education Program (IEP) for the 2017-2018 school year. Services may include behavioral consultation and training in Applied Behavior Analysis (ABA).

It is recommended that the Board of Education approve an agreement with Autism Spectrum Intervention Services And Training (ASIST) to provide Applied Behavior Analyst (ABA) Aides to assist with current students' behaviors per their Individual Education Program (IEP) for the 2017-2018 school year, effective September 14, 2017 through June 30, 2018, at a total cost not-to-exceed \$160,000.00, to be paid from Special Education funds.

**Submitted by:** Bridgette Ealy

**Reviewed by:** Kelly Bruce

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

(Ref. K 5.1)

**AMENDMENT NO. 1  
YARDSTICK MANAGEMENT LLC**

September 13, 2017

Personnel Services requests the Board of Education approve an amendment to the agreement with Yardstick Management LLC to provide two (2) additional sessions of Customer CARE Staff Development in the areas of Communication, Appreciation, Responsiveness and Environment from September 18, 2017 through September 26, 2017, with ongoing support throughout the 2017-2018 school year. On June 21, 2017, the Board of Education approved the first agreement for two (2) sessions held July 25, 2017 through August 1, 2017, for a total cost of \$60,000.00. The feedback received from the staff members who attended the first training was very positive. District would like to provide this training to additional District personnel.

Yardstick Management will facilitate building a staff mindset of exemplary customer service, community engagement and collaborative work solutions through their customized training in alignment with the District's Strategic Plan. Upon completion of the training, each employee will have a toolkit to provide, not only customer CARE, but to contribute effectively to new initiatives within the District as they arise. Yardstick Management will achieve this objective through:

- Developing and improving leadership competencies:
- Providing key tactics for conflict resolution
- Empowering staff to make decisions effectively
- Focusing on the key elements of customer service specific to job roles
- Engaging a collaborative mindset to approach customer service across functions
- Providing a framework for staff to understand, adapt and embrace change

Yardstick Management proposes the following deliverables to achieve the key objectives:

- Conduct a baseline survey of perceived satisfaction with participants
- Analyze survey results alongside external customer satisfaction survey Rialto USD is conducting
- Utilize data analysis to customize the training
- Build a customized 2-day Customer CARE Certification Program for each of the following participant groups: departmental and administration
  - Included in the program is core competency testing for each module, with a certification provided upon successful performance on the assessments

(Ref. K 6.1)

It is recommended that the Board of Education approve Amendment No. 1 to the agreement with Yardstick Management LLC to provide two (2) additional sessions of Customer CARE Staff Development in the areas of Communication, Appreciation, Responsiveness and Environment to additional District personnel from September 18, 2017 through September 26, 2017, with ongoing support throughout the 2017-2018 school year, at an additional total cost of \$57,000.00. The previous approved amount of the agreement was \$60,000.00, and with this amendment, the combined total cost for services is \$117,000.00, to be paid from the General Fund.

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

(Ref. K 6.2)



**AGREEMENT WITH  
BANC OF AMERICA PUBLIC CAPITAL CORP**

September 13, 2017

On August 23, 2017, the Board approved an agreement with Trane US Inc. with Notice to Proceed, contingent on the District's ability to secure financing for the project of implementing District-wide heating, ventilation, and air-conditioning (HVAC) equipment, LED lighting, and energy management system upgrades.

The District solicited proposals for financing from four (4) financial institutions. The District received three (3) proposals in return from Holman Capital Corporation, Key Government Finance, and Banc of America Public Capital Corp with interest rates of 3.05%, 2.99%, and 2.80% respectively. At a competitive, 2.80% interest rate, the net realized savings to the District will be a total of \$12.4 million, well above the initially estimated value of \$11.8 million. The total amount of \$11.5 million is to be financed over a period of fifteen (15) years.

It is recommended that the Board of Education authorize an agreement with Banc of America Public Capital Corp to secure financing for \$11.5 million over fifteen (15) years with an annual payment of \$962,364.08 at an interest rate of 2.80%, with payments beginning March 30, 2019, for the project of implementing District-wide heating, ventilation, and air-conditioning (HVAC) equipment, LED lighting, and energy management system upgrades.

**Submitted and Reviewed by:** Mohammad Z. Islam  
**Presented For Board Action:** Cuauhtémoc Avila, Ed.D.

(Ref. K 7.1)

**Rialto Unified School District  
and  
California School Employees Association, Chapter 203  
Tentative 2016-2017 Contract Agreement**

**June 30, 2017**

**This Tentative Agreement is entered into by and between the California School Employees Association ("CSEA"), Chapter 203, 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 CSEA during negotiations over the 2016-2017 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any "oral agreement" or "understanding" not reflected in writing below shall have no force or effect.**

**Agreement on the 2016-2017 contract amendments shall be conditional upon ratification of this Tentative Agreement and finalization of contract language.**

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

**ARTICLE I: AGREEMENT**

1. This agreement made and entered into this ~~19~~ **30th** day of, ~~May~~ **June**, ~~2014~~ **2017**, 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~~ **2016**, and continue through June 30, ~~2016~~ **2019**, 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

(Ref. K 8.1)

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 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.
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.

#### **ARTICLE X: DISCIPLINARY PROCEDURE**

The District agrees to adhere to the concept of progressive discipline and remediation. Progressive discipline may include:

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

#### **DISCIPLINARY PROCEDURES**

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

#### **EXCLUSION OF PROBATIONARY EMPLOYEES**

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

#### **GROUND FOR SUSPENSION, DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEES**

3. The grounds for suspension, demotion or dismissal of a permanent employee shall be for cause as determined by the Board which shall include, but not be limited to, the following:

(Ref. K 8.2)

- a. Incompetence or inefficiency in the performance of duties.
- b. Failure to follow directions of a supervisor.
- c. Inability to perform assigned duties due to failure to meet job qualifications (including, but not limited to, failure to possess required licenses, failure to pass required tests, or failure to meet District insurability requirements).
- d. Insubordination (including, but not limited to, refusal to do assigned work).
- e. Carelessness or negligence in the performance of duty or in the care of District property.
- f. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
- g. Dishonesty.
- h. Drinking or possession of alcoholic beverages on the job, or reporting for work while intoxicated.
- i. Addiction to the use or possession of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance.
- j. Possession of firearm or other deadly weapon on District property or while on duty.
- k. Conviction of any felony or crime.
- l. Conviction of a sex offense as defined in Education Code 44010.
- m. Conviction of a narcotics offense as defined in Education Code 44011.
- n. Repeated and unexcused absence or tardiness.
- o. Abuse of sick leave or other paid leave privileges.
- p. Falsifying any information supplied to the District including, but not limited to, information supplied on application forms, employment records or any other District records.
- q. Persistent violation or refusal to obey safety rules, or regulations made applicable to public schools by the Board or by any appropriate state or local government agency.
- r. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

(Ref. K 8.3)

- s. Willful or persistent violation of the Education Code or rules and regulations of the District.
- t. Abandonment of position. Absence for three (3) or more consecutive work days without contacting the immediate supervisor or the District shall be deemed abandonment of position.
- u. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- v. Excessive absenteeism.
- w. Incarceration which adversely affects job performance.
- x. Misuse or misappropriation of District property.

**NOTICE OF PROPOSED DISCIPLINARY ACTION TO PERMANENT EMPLOYEES**

4. Notice to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. The notice shall contain the following:
  - a. A statement of the specific acts and omissions upon which the proposed disciplinary action is based;
  - b. A statement of the cause(s) for the proposed disciplinary action;
  - c. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
  - d. A statement of the action proposed to the Board;
  - e. **The employee shall have seven (7) business days to request a Skelly hearing.**

**If an employee requests a Skelly hearing, the District will schedule the Skelly hearing within fifteen (15) business days of receiving the request for hearing.**
  - f. A form provided by the District, the signing and filing of which with the Board shall constitute a demand for hearing and denial of some or all charges;
  - g. Copies of materials, if any, which support the charges and a copy of this policy;
  - h. A statement that the employee has a right to be represented by an attorney or other representative at the hearing.

(Ref. K 8.4)

**HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEE**

5. When a timely request for a hearing has been served upon the Board in accordance with Sections 4(e) and (f), the Board or its designee shall, within fourteen (14) calendar business days after receiving the request, schedule a hearing. The hearing will be scheduled within ~~thirty (30)~~ fifty (50) business days from the date the request for hearing is received. The employee shall be given at least five (5) days written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for a public hearing.
- a. The president of the Board or designee shall preside over the hearing and rule on questions of procedure and evidence. The Board may, in its discretion, select a hearing officer to conduct the hearing in lieu of the Board. The hearing officer shall submit written findings and a proposed decision to the Board.
  - b. Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence against the witness. If the accused employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.
  - c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.
  - d. If the hearing is conducted before the Board, it shall prepare written findings and a decision. If the hearing is conducted before a hearing officer, the Board shall review the record, including the findings, and the Board may accept, reject or modify the proposed decision. In acting upon the hearing officer's recommendation, the Board may take supplemental evidence, as it deems necessary, in order to make a final decision. The Board shall render its written decision within twenty-five (25) calendar business days of receiving the hearing officer's decision ~~after the close of the hearing~~, and its determination of the sufficiency of the cause for disciplinary action shall be conclusive. Notwithstanding further legal action in the courts of law, the decision of the Board of Education shall be binding on all parties.

**WAIVER OF HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEE**

6. If the employee fails to make a timely request for a hearing as to any suspension, demotion, or dismissal, the Board may act upon the charges without a hearing and impose such disciplinary action, if any, as it deems appropriate.

#### **DISCIPLINARY ACTION IMPOSED BY THE BOARD**

7. If the Board finds that sufficient cause exists as to any disciplinary action, it may impose the disciplinary action proposed by the District Superintendent or designee or it may impose such other disciplinary penalty in accordance with Board Policy 4218 (see Appendix C).

#### **IMMEDIATE DEMOTION OR SUSPENSION WITHOUT PAY OR BENEFITS OF PERMANENT EMPLOYEE**

8. Notwithstanding the requirements of paragraph 4 above, if the Superintendent or designee determines that pending a Board hearing on the suspension or dismissal of a permanent employee, the continued presence of such employee is detrimental to the District or the employees of the District, the District may immediately suspend the employee without pay in accordance with the following procedures:
  - a. The administration shall meet with the employee, advising the employee of the charges and the proposed action, and give the employee an opportunity to respond to the charges.
  - b. Whenever practicable, the conference between the employee and the administration shall be conducted prior to completion of the suspension, but in any event the District shall schedule the conference within five (5) working days from the time that the suspension is implemented.
  - c. The administration shall give the employee a copy of the written charges and any written materials upon which the charges are based within five (5) working days from the time the suspension is implemented

#### **COMPENSATION FOR LOSS OF SALARY DURING SUSPENSION WITHOUT PAY**

9. If the employee is suspended immediately pursuant to the procedures for paragraph 8 above, the employee shall be compensated for any pre-hearing loss of salary resulting from such a suspension not upheld by the Board.

#### **PROCEDURE APPLICATION**

10. This Article shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code Sections 44010, 44011 and 45304. The procedures provided for herein shall be the

(Ref. K 8.6)

sole and exclusive administrative due process available to challenge disciplinary actions and short-term suspensions. The provisions of this Article shall not be subject to the grievance procedure provisions of this Agreement.

## ARTICLE XII: LEAVES

### GENERAL PROVISIONS

1. Unless specifically stated otherwise, all leaves are granted without pay or benefits and shall not be credited toward time of service. Employees shall maintain but not add to earned sick leave or any other rights. This provision does not alter the leave rights of employees covered in this agreement or available to them through state and federal law.
2. Unless otherwise agreed upon prior to taking leave, returning employees shall be entitled to return to the first vacant position in the classification held at the time the leave was granted. Upon return to service, the employee shall be placed upon the salary step placement to which the employee would have been entitled at the time the leave was granted. Unpaid leave time shall not be counted for step advancement purposes.
3. For any leave involving illness, accident, pregnancy or other medical problems, the Superintendent may require a written statement from the attending doctor or physician.
4. In the event the physician or doctor of an employee shall be of the opinion that said employee is capable of performing his/her duties but the physician or doctor appointed by the District shall be of a contrary opinion the employee shall be examined by an impartial third physician or doctor whose medical opinion shall be conclusive and binding on the issue of the employee's physical or mental capacity to continue in the performance of duties. The employee and/or the Association shall approve the third physician or doctor from a listing provided by the District. The expense of any examination by an impartial third physician or doctor shall be borne by the District.
5. The District may remove employees from their duties if their physical or mental capacity renders them incapable of performing assigned duties. This condition will be deemed to exist if: (a) their performance substantially declines; and (b) a District appointed physician or psychiatrist concludes they are unable to continue their duties.
6. An extended absence from duty which does not qualify under any authorized leave policy may be considered abandonment of employment.
7. The employee shall provide upon District request additional verification of use of any leave provisions in accordance with applicable requirements in this Article.
8. Light duty assignments for employees who incur industrial or non-industrial injuries or illnesses shall be made at the discretion of the District. Said assignments shall be based on availability of work in light of the stated medical restrictions and/or the needs of the District/Department. For non-industrial illnesses or injuries, light duty assignments

(Ref. K 8.7)



shall be based on the medical restrictions and the essential functions of the employee's regular work assignment. For both industrial and non-industrial injuries or illnesses, the District will explore reasonable accommodations. The assignment of light duty shall be done in a fair and equitable manner, and shall not exceed sixty (60) workdays.

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

9. All classified employees are to report all absences except vacation to the absence/substitute management system. The hours for the absence shall be immediately deducted from the employee's account. ~~The District and Association agree to meet to discuss immediate payroll deductions once the Employee Leave Tracking System is implemented.~~ All classified employees shall be given an opportunity to review and certify their absence affidavit. In the event the employee does not sign within 10 days from the date of the absence, the District will post the absence and notify the employee of the necessary adjustment to the employee's payroll.

#### **BEREAVEMENT LEAVE**

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

(Ref. K 8.8)

7. **Bereavement shall be taken within a reasonable time of the death of the employee's family member.**

**PERSONAL LEAVE WITHOUT PAY**

1. Permanent employees may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.
2. The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave. For personal absences of thirty (30) working days or less, the employee shall submit the request described herein to his/her Immediate Supervisor who will forward it to the Superintendent, not less than five (5) working days prior to the beginning date of the leave. The decision of the Superintendent for approval or denial of these requests shall be final. The Superintendent, in his/her discretion, may grant leave under this section with less than five (5) days notice under emergency circumstances which make it impossible for the employee to give such notice.
3. For personal absence in excess of thirty (30) working days, the employee shall submit the request described herein to the Superintendent for recommendation and presentation to the Board for approval or denial. An employee requesting such an extended personal leave of absence shall submit the request in sufficient time for the Board's approval or denial.
4. The District shall continue to pay the cost of insurance coverage for an approved personal leave of absence without pay, provided that the length of such leave is thirty (30) working days or less. Employees on an approved personal leave of absence in excess of thirty (30) continuous working days shall be permitted to participate in the District insurance program at their own expense, subject to the approval of the insurance carrier.
5. If the personal leave of absence was granted for personal health reasons, the employee may be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.
6. Employees returning from personal leave of absence shall be entitled to all rights and privileges previously acquired. Such leave shall not break the continuity of service, but shall not be credited as time of service, **which will impact the employee's seniority date.**
  - a. Leaves of absence for reason for employment outside the District will be denied.
  - b. Personal leave of absence may not be granted during any strike or work stoppage action.

(Ref. K 8.9)

7. Leaves under this section shall be granted or denied at the discretion of the District and shall, in any case, not exceed one (1) year in duration.

#### ARTICLE XV: TRANSFERS & VACANCIES

##### DEMOTIONS

1. A permanent employee may request voluntary demotion to a class with a lower maximum salary rate that they have previously held permanency in or in which the employee meets all the minimum qualifications. Such requests require the approval of the department head and that of the head of the department to which he/she is to be assigned. **If there are two or more request to demote to the same position the supervisor of the vacant position will interview all employees requesting a demotion.**
2. An employee who has taken a voluntary demotion may be restored to his/her former class or to a related lower class, as determined by the Board of Education, within thirty-nine (39) months. Except when demotion was chosen in lieu of layoff, restoration is discretionary with the appointing authority.

##### INVOLUNTARY TRANSFERS

1. Involuntary transfers between schools or locations shall not be done for disciplinary purposes. Specific reasons shall be made known to the employee and shall be in writing if requested by the employee.
2. The Immediate Supervisor or Administrator may request transfer of employees when they consider it in the best interest of the employee or District. If such request is determined advisable, they shall submit a written request to the appropriate Assistant Superintendent listing their reasons; the employee shall receive a copy of this request. If the request is approved, the employee may appeal the decision to the Superintendent.
3. Employees will receive a minimum of ten (10) work days advance notice prior to the involuntary transfer taking place. Employees may waive the advanced notice. A copy of the waiver will be sent to Personnel Services and CSEA Chapter 203.

#### ARTICLE XVI: RECLASSIFICATION

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

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

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

(Ref. K 8.10)

position requires such use of skills.

2. If a unit member believes that his/her position is in need of a review, the appropriate request form shall be completed by the employee and submitted to the employee's Immediate Supervisor for comments from **September 1 through October 15** ~~March 1 through April 15~~. The employee shall also submit a Reclassification Notification form to the Personnel Department by **October 16**. **The supervisor shall forward the completed form to the Department Head by November 1 for review and comments.** ~~Thereafter, the request shall be submitted to the Department Head for review and comments. Within ten (10) days,~~ **The Department Head shall forward the completed form to the Director Administrator of Personnel by November 15.**
3. Upon receipt of the request by the ~~Director Administrator~~ of Personnel Services, copies of the request(s) shall be forwarded to the Association and a meeting shall be scheduled **by January 15** ~~within thirty (30) working days from the date the request for review is received~~. Such meeting shall include the unit member, his/her immediate supervisor, Association representative(s), and the ~~Director Administrator~~ of Personnel and/or his/her designee.
4. Following the meeting referenced in paragraph three (3) above, the ~~Director Administrator~~ of Personnel Services shall have **until February 1** ~~thirty (30) working days~~ to submit his/her findings. If the employee is not satisfied with the findings of the ~~Director Administrator~~ of Personnel, he/she may ~~within 15 working days~~ **may appeal to the Reclassification Appeal Committee by February 15**. The committee shall consist of two (2) members of CSEA, ~~and two (2) members of the District,~~ **and one member mutually selected by both parties from a mutually agreed upon list**, with approval by majority vote. **The list will be established by August 1<sup>st</sup> of each school year.** The Committee shall meet once all reclassification appeals have been received. The decision of the Committee shall be final and binding.
5. Reclassification of a position shall become effective as of **October 16<sup>th</sup> of the school year the reclassification paperwork is submitted.** ~~the date the request for review is received by the Director of Personnel.~~
6. Incumbents of positions who have been in a class that has been reclassified shall be reclassified with their position.
7. An employee who has requested a reclassification review shall be ineligible for subsequent reclassification with his/her position for a period of at least one (1) year from the initial request. An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification for a period of at least two (2) years from the initial action.
8. An employee who receives a reclassification to a higher classification shall be placed on the same step of the new salary range that the employee was on in the previous classification. Additional advancement will thereafter occur on the employee's anniversary date.

(Ref. K 8.11)

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

**ARTICLE XVII: RELEASED TIME**

1. The District shall provide a reasonable amount of release time for no more than ~~six (6)~~ **seven (7)** persons for the purpose of participating in contract negotiation sessions. The team spokesperson may designate alternates to replace absent representative(s).
2. The District will release Association representatives for the purposes indicated below:
  - a. For the purpose of meeting and negotiating - a maximum of ~~forty (40)~~ **fifty- six (56)** hours for each of the ~~six (6)~~ **seven (7)** Association representatives.
  - b. For the processing of grievances - a maximum of sixty-four (64) hours for the Association Representatives.
  - c. The District shall grant paid leave up to a maximum of three hundred ~~twenty six (220-360)~~ hours per calendar year to Association officials for the purpose of attending Association conferences and meetings.
3. Beyond Level I, time off (in 2b above) shall be limited solely to representing a grievant in a conference with a management person. In no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
4. The above work hours are the maximum amount of time that the District will release Association Representatives in any one school year. The Association may purchase additional released time for its Representatives not to exceed eighty (80) additional hours per year. The Association will pay the District the current substitute's rate for any time used under this provision.
5. This released time will require prior approval of the Superintendent/**Designee**. In no cases will this released time be approved for periods of less than one (1) hour in any workday. Meetings of less than thirty (30) minutes held at the worksite shall not be charged against this Article
6. **Release time utilized at the request of the District and approved by the Superintendent/Designee shall not be deducted from the above referenced days.**

### ARTICLE XXI: DUTY HOURS

1. The District reserves the right to designate the hours, work week and work year of all employees. Such designation is made at the time of initial employment and upon any change thereafter each employee shall be furnished with a statement including the number of duty hours per day, prescribed work week and the date on which the employee will begin and end the work year. Employees shall be provided with a minimum of a ten (10) work day notice of any changes in hours (daily start/end times, yearly start/end dates), except in extenuating circumstances as determined by the District.
2. The District reserves the right to designate the hours and workdays of all employees in certain positions as being less than eight (8) hour days. These employees will be paid and receive appropriate benefits on a prorated basis.
3. The normal workweek shall consist of eight (8) hours a day, exclusive of lunch, and forty (40) hours a week consisting of five (5) consecutive days (Monday through Friday) within a seven (7) day period.
4. Overtime shall be defined to include any time required to be worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in any calendar week. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. Overtime shall be compensated at the rate of one and one-half (1 ½) times the rate of pay of the employee designated and authorized to perform the overtime. (Unit members shall not work overtime without prior District authorization.)
5. An employee having an average workday of four (4) hours or more during the normal workweek shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day following commencement of the workweek at the rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.
6. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7<sup>th</sup>) day following commencement of his/her workweek, be compensated at a rate equal to one and one half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.
7. Compensatory time off, with the approval of the Supervisor, may be granted in lieu of cash compensation within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.
8. The District shall offer overtime on an equitable basis among qualified unit members. Where circumstances permit, the District shall give unit members at least twenty-four (24) hours notice when overtime is being assigned. It is the intent of this provision to allow the District to provide services with minimal interruption during certain times but

shall not be interpreted in a manner to require unit members to work overtime on a regular or sustained basis.

9. Service rendered shall be structured and directed by the Immediate Supervisor. Service rendered shall be both those tasks specified in the employee's job description in addition to other responsibilities required by their assignment.
10. Adjustment of Assigned Time: Any employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis for that period of time.
11. The term "fringe benefits" as set forth in paragraph eleven (11) above shall mean retroactive pay for any contractually recognized holiday as well as retroactive accrual for vacation and sick leave. Holiday pay shall be paid at the employee's regular rate of pay. *Note: Employees who become eligible for health and welfare benefits pursuant to the provisions of paragraph 10 above and Article XX of this agreement shall have said benefits properly prorated effective the date of eligibility.*
12. Regular classified employees who accept assigned hours in their own classification, in addition to their assigned contract hours, shall be compensated for all such additional non-contract hours at their regular rate of pay.
  - a. Nutrition Service employees who accept assigned hours in their own classification in addition to their assigned contract hours will continue to receive their regular rate of pay.
  - b. Bus Drivers who historically have received their regular rate of pay when they either assume the additional hours resulting from another Bus Driver being unavailable for his/her assigned run, or in situations wherein ten (10) month Bus Drivers accept assignments during the summer recess period shall continue to receive said regular rate.
  - c. When developing proposed routes the transportation supervisor shall ensure that each bus driver shall be assigned no less than four (4) hours per day throughout their regular assigned work year.
  - d. The District may utilize charter transportation only as follows: (1) the cost is borne by ASB funds, or (2) participation of a team in the CIF championship game, State championship game and/or National championship game, or (3) when the distance is 80 miles or over (one way), and when weather conditions are 100 degrees or over, or (4) contract services wherein District buses and/or drivers are not available. *Note: It is not the intent of the District to expand utilization of contract transportation.*
13. An employee who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis, shall be designated as a "short-term employee" and shall not be employed for any period in excess of six (6) months. If for some reason, the six (6)

(Ref. K 8.14)

month period is interrupted, said period shall be extended for the length of time missed. If for some reason the District desires to otherwise extend the six (6) month period, agreement to do so, which shall not be unreasonably withheld, shall be obtained from the Association. If agreement cannot be reached to extend the six (6) month period, the District may unilaterally extend the period; however, the provisions of Education Code 45103, 45136, and 45137 shall be applicable.

14. Except as otherwise specifically stated herein, nothing in this Agreement shall affect the right of management to employ, assign, and/or compensate personnel in accordance with operational needs including the sole right to determine whether to utilize substitutes or regular employees to fill any vacancies.
15. An employee temporarily assigned to a higher classification, who assumes all or most of the duties and responsibilities for a period of time exceeding five (5) working days within a fifteen (15) calendar day period, shall when approved by the Assistant Superintendent, Personnel Services, be paid at the next higher dollar step on the range to which he/she is temporarily assigned. This shall not normally apply to the miscellaneous work that employees may be assigned to do during the school vacation periods.
16. Lunch Periods: Any employee who has a work assignment of four (4) hours or more per day shall be entitled to a non-paid lunch period of not less than thirty (30) minutes. Lunch periods shall be taken at the time specified by the Immediate Supervisor.
17. Shift Differential: Any employee whose regular assigned eight (8) hour work shift falls between the hours of 1:00 PM and 11:30 PM shall be paid a shift differential of one (1) range higher than the regular day range for the same classification.
18. Shift differential shall not be paid under the following circumstances:
  - a. When the regular assigned work shift reverts to the day shift for a period of more than twenty (20) working days.
  - b. Special work assignments as determined by the District.
  - c. Regular work day overlap.
  - d. Regular day overtime.
  - e. Minimum call-in time.
  - f. Split Shift.
19. Minimum call-in time: An employee called back from off-work to perform unscheduled services after regular hours shall receive a minimum of two (2) hours pay at the appropriate rate for such services, provided the employee does not continue working into his/her regular duty hours. Employees who return to work to attend scheduled meetings, workshops, seminars, etc., shall be paid the appropriate rate for the actual time of the meeting plus mileage to and from their residence.



20. ~~Hourly~~ Employees may be permitted to work in other departments at the regular rate of pay for that position at Step I, or if that amount is less than the employee's current salary, at the step just above the employee's current salary.
21. When an employee is scheduled to perform duties outside his/her regular workday and after reporting to work finds such duties have been canceled, the employee shall receive a minimum of two (2) hours pay at the appropriate rate.
22. Any permanent classified employee who accepts an assignment within the District to an exempt, temporary, or short-term position shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.
23. The employee may, with the approval of the appointing authority, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in exempt, temporary, or short term position.

#### ARTICLE XXII: PAY AND ALLOWANCES

1. Effective ~~July 1, 2015~~ July 1, 2016, the existing ~~2014/2015~~ 2015/2016 classified salary schedule shall be adjusted upward to reflect a ~~5%~~ 2% 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 Administrator, shall adjust the employee's anniversary date to reflect the period of absence.
4. An appointment made between the first and fifteenth day of the month shall be considered as effective on the first day of that month. Later appointments shall be considered effective at the beginning of the next month.
5. Regular full-time employees will receive additional longevity pay on the basis of years of service in the following manner:
  - a. After completion of the 10<sup>th</sup> year of service - \$60.00 per month.

(Ref. K 8.16)

- b. After completion of the 15<sup>th</sup> year of service - \$80.00 per month.
  - c. After completion of the 20<sup>th</sup> year of service - \$100.00 per month.
  - d. After completion of the 25<sup>th</sup> year of service - \$120.00 per month.
  - e. After completion of the 30<sup>th</sup> year of service - \$140.00 per month.
  - f. After completion of the 35<sup>th</sup> year of service - \$160.00 per month.
  - g. These bonuses will be prorated for part-time employees.
  - h. The longevity increments shall be a flat dollar amount added to the employee's regular monthly salary and shall not be used in computing any overtime or other extra compensation.
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.~~
  - e. b. Mechanics, Grounds, Maintenance, Warehouse, Mail Room, Print Shop, Custodians, **Information Technology** and Nutrition Services personnel excluding clerical unit members – twenty dollars (\$20.00) per month uniform allowance.
  - d. c. Mechanics, **Maintenance, Warehouse, Nutrition Service, District Security Officers**, and Grounds personnel – fifteen dollars (\$15.00) per month shoe allowance. Wearing of the designated safety shoe shall be mandatory.
  - e. d. District Security Officers – ~~forty~~ **fifty** dollars (~~\$40.00~~ **\$50.00**) uniform allowance per qualifying month of service not to exceed ~~\$480.00~~ (**\$600.00**) 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.

**ARTICLE XXV: TERM OF AGREEMENT**


1. This Agreement shall remain in full force and effect up to and including June 30, ~~2016~~ **2019**, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 15, ~~2016~~ **2019**, of its request to modify, amend, or terminate the Agreement.


3. Notwithstanding the provisions of paragraph 1 above, the District and/or the Association may re-open negotiations for the ~~2014/2015~~ **2017/2018** and ~~2015/2016~~ **2018/2019** school years for purposes of salary, health and welfare benefits and two (2) Articles, per party, of this Agreement unless mutual agreement as to additional Articles is reached.


**EXECUTION OF AGREEMENT**


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 27<sup>th</sup> day of July, 2017, which shall commence July 1, 2016 and continue through June 30, 2019.

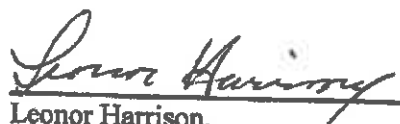
FOR THE ASSOCIATION:

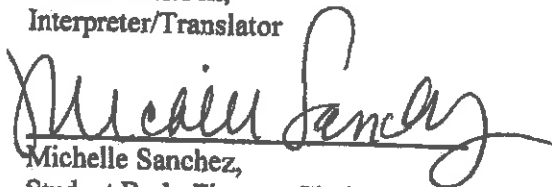
  
Raquel Torres,  
President, CSEA, Chapter 203

  
Noah Snyder,  
CSEA Labor Relations Representative

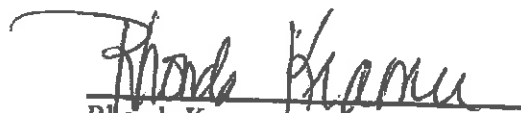
  
Chris Cordasco,  
AC/Heating Ventilation Technician

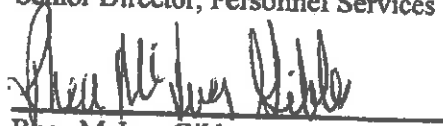
  
Cheryl Decker,  
Secretary III

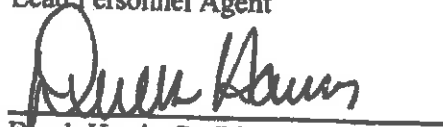
  
Leonor Harrison,  
Interpreter/Translator


  
Michelle Sanchez,  
Student Body Finance Clerk

FOR THE DISTRICT:

  
Rhonda Kramer  
Senior Director, Personnel Services


  
Rhea McIver Gibbs,  
Lead Personnel Agent

  
Derek Harris, Sr. Director,  
Risk Management & Transportation

  
Robin McMillon,  
Elementary Principal

  
Diane Romo,  
Sr. Director, Fiscal Services

  
Scott Sparks,  
High School Principal

  
Dan Distrola,  
Director, Purchasing

**APPROVED**

\_\_\_\_\_  
**Dina Walker, President  
Board of Education**

**RESOLUTION NO. 17-18-15  
SCHOOL CLOSURE DUE TO EMERGENCY CONDITIONS**

September 13, 2017

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

On Thursday, August 31, 2017, Garcia Elementary, Morris Elementary and Jehue Middle School had no electrical power due to a regional power outage caused by lightning. All three (3) schools were closed all day in order to safeguard the health of staff and students from the excessive heat. Power was restored in the evening of August 31, and classes resumed on Friday, September 1, 2017, for all three (3) schools.

In order to disregard the days in the computation of average daily attendance for which the District is paid by the California Department of Education and obtain credit for the students who were not permitted to attend, the Board of Education is required to certify by Affidavit that Garcia Elementary, Morris Elementary and Jehue Middle School campuses were closed due to the extraordinary condition of a power outage.

It is recommended that the Board of Education adopt Resolution No. 17-18-15 authorizing the filing of Form J-13A and requesting approval by the County Superintendent of Schools for the emergency closure and reduction of average daily attendance for Thursday, August 31, 2017, for Garcia Elementary, Morris Elementary and Jehue Middle School.

**Submitted by:** Diane Romo

**Reviewed by:** Mohammad Z. Islam

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

(Ref. K 9.1)

**RESOLUTION NO. 17-18-15  
SCHOOL CLOSURE DUE TO EMERGENCY CONDITIONS**

September 13, 2017

**WHEREAS**, the campuses of Garcia Elementary, Morris Elementary and Jehue Middle School were closed on Thursday, August 31, 2017, due to a power outage; and

**WHEREAS**, the Board of Education requests that Garcia Elementary, Morris Elementary and Jehue Middle School daily attendance be waived for the day students were not permitted to attend; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of Education of the Rialto Unified School District authorizes the filing of Form J-13A and requests approval by the County Superintendent of Schools for the emergency closure of Garcia Elementary, Morris Elementary and Jehue Middle School.

**ADOPTED, SIGNED AND APPROVED** this 13<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
Dina Walker, President  
Board of Education

\_\_\_\_\_  
Joseph W. Martinez, Vice President  
Board of Education

\_\_\_\_\_  
Edgar Montes, Clerk  
Board of Education

\_\_\_\_\_  
Nancy G. O'Kelley, Member  
Board of Education

\_\_\_\_\_  
Joseph Ayala, Member  
Board of Education

## **DENIAL OF LIABILITY CLAIM**

September 13, 2017

It is recommended that the Board of Education deny Liability Claim Number 17-18-01.

**Submitted by:** Derek Harris

**Reviewed by:** Mohammad Z. Islam

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

(Ref. K 10.1)

**REVISED  
COLLEGE READINESS BLOCK GRANT (CRBG)**

September 13, 2017

Education Services requests the Board of Education approve to revise the College Readiness Block Grant (CRBG) plan for Carter, Eisenhower, Rialto, Milor/Zupanic High Schools and Education Services. On November 16, 2016, a presentation was made to the Rialto Board of Education on the plan, and the Board adopting the plan at its December 7, 2016, meeting. Since then the schools and District have examined data and request to revise the plan.

The seven (7) goals of the grant are as follows: (1) Provide professional development to teachers, counselors and administrators to improve A-G completion rates, pupil college-going rates and college readiness; (2) Increase counseling services to pupils and their families regarding college admission requirements and financial aid; (3) Develop or purchase materials to support college readiness, including materials that support high performance on assessments required for admittance to a postsecondary educational institution; (4) Develop comprehensive advising plans to support A-G completion; (5) Implementing collaborative partnerships between high schools and postsecondary institutions, including strengthening partnerships with the University of California and the California State University to establish early academic outreach and college preparatory programs; (6) Provide subsidies to unduplicated pupils, to pay to take Advanced Placement Exams; and (7) Expand services to coursework or other opportunities to satisfy A-G course requirements to all pupils. These opportunities may include, but shall not be limited to, new or expanded partnerships with other secondary or postsecondary educational institutions.

For 2017 and 2018, the current amount of the grant is \$639,487.00 and is allocated to high schools based on their ADA. The amounts allocated are as follows: Carter High School: \$164,514.00, Eisenhower High School: \$165,254.00, Rialto High: \$185,736.00, Milor/Zupanic: \$23,983.00, and Education Services: \$100,000.00. As presented, all schools have a plan of action to utilize these funds. The District office will also support the schools purchases as outlined in the Board presentation.

It is recommended that the Board of Education approve the revised College Readiness Block Grant of \$639,487.00 for the next two (2) years with the following allotments: Carter High School: \$164,514.00, Eisenhower High School: \$165,254.00, Rialto High School: \$185,736.00, Milor/Zupanic High Schools: \$23,983.00, and Education Services: \$100,000.00, beginning September 14, 2017 through December 30, 2018.

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

**Reviewed by:** Kelly Bruce

**Presented for Board Action:** Cuauthémoc Avila, Ed.D.

(Ref. K 11.1)





\* Rialto Unified School District is a 2017 State and nationally recognized School District.

