



# RIALTO

Unified School District



BOARD OF EDUCATION

Agenda, August 14, 2019

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

# MISSION

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

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

## RUSD Board of Education

Mr. Edgar Montes, President

Mrs. Nancy G. O'Kelley, Vice President

Ms. Dina Walker, Clerk

Mr. Joseph Ayala, Member

Mr. Joseph W. Martinez, Member

Jazmin Hernandez, Student Member

## RUSD Superintendent

Dr. Cuauhtémoc Avila



## Cover Picture

(L-R) Jehue Middle school students, **Antonio Orozco**, Assistant Principal, **Mr. Germaine Gray**, and student, **David Sanchez** smile for the camera during the morning rush of the first day of school. Rialto USD Classes commenced Monday, August 5, 2019.

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

**EDGAR MONTES**  
President

**DINA WALKER**  
Clerk

**JOSEPH AYALA**  
Member



**NANCY G. O'KELLEY**  
Vice President

**JOSEPH W. MARTINEZ**  
Member

**TBA**  
Student Board Member

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

**August 14, 2019**

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

**AGENDA**

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

**OPEN SESSION**

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

**CLOSED SESSION**

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

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

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

**Administrative Appointments:**

- High School Principal
- Agent: Academic Technology
- Coordinator: English Language Programs
- Therapeutic Behavioral Strategist

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, Lead Personnel Agent, 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** (Gov. Code § 54956.9(a):  
Rialto Unified School District v. Educational Consulting Services, Inc., et al. (Case No. CIVDS1518116)

5. Review Liability Claim No. 19-20-01

6. **CONFERENCE WITH LABOR NEGOTIATOR** (Government Code section 54957.6)

Designated Representative: Board President, Edgar Montes

Unrepresented Employee: Superintendent

7. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Government Code section 54957)

Title: Superintendent

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

**ADJOURNMENT OF CLOSED SESSION**

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

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

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

***AT THE DIRECTION OF THE BOARD OF EDUCATION, BOARD MEETINGS ARE RECORDED, BROADCASTED, AND STREAMED LIVE, AND MAY CAPTURE IMAGES AND SOUNDS OF THOSE ATTENDING THE MEETING.***



**PLEDGE OF ALLEGIANCE**

**PRESENTATION BY BOYD ELEMENTARY SCHOOL**

**REPORT OUT OF CLOSED SESSION**

**ADOPTION OF AGENDA**

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

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

**B. PRESENTATIONS**

1. President Montes will administer Oath of Office to Student Board Member
2. Courage – Rialto Unified School District Bullying Prevention – Adam Waggoner, Agent: Child Welfare and Attendance

**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**

**PUBLIC INFORMATION**

1. 2019 Series "D" General Obligation (G.O.) Bonds (Ref. D 1.1-2)  
(Attachment for review includes Resolution, primary legal documents and preliminary financing estimates)

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

**E. MINUTES**

1. Approve the minutes of the Regular Board of Education meeting held July 10, 2019. (Ref. E 1.1-10)

**F. GENERAL FUNCTIONS CONSENT ITEMS**

1. Second Reading of revised Board Policy 6142.6(a-c); Instruction: Visual and Performing Arts Education. (Ref. F 1.1-3)
2. First Reading of revised Board Policy 6163.2(a-c); Instruction: Animals at School. (Ref. F 2.1-3)

**G. INSTRUCTION CONSENT ITEMS - None**

**H. BUSINESS AND FINANCIAL CONSENT ITEMS**

1. Approve Warrant Listing Register and Purchase Order Listing for all funds from June 22, 2019 through August 2, 2019, (sent under separate cover to Board Members). A copy for public review will be available at the Board Meeting.
2. Declare the specified surplus equipment and miscellaneous items as obsolete and not-serviceable for school use, and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546. (Ref. H 2.1)
3. Accept the listed donations from Your Cause, LLC Trustee for Wells Fargo Foundation, Education Matching Gifts Program; Westat; Studio 1 Distinctive Portraiture; Kroger; Lifetouch National School Studios; Motorsports Charities, Inc. San Bernardino Community College District; and Keenan & Associates; and request that a letter of appreciation be sent to each donor. (Ref. H 3.1-2)
4. Approve CMAS Addendum No.7-17-70-40-05 and Torrance USD Bid No. 10-04.09.19 for the purchase of Information Technology Goods/Services and Classroom & Office Furniture, at a cost to be determined at the time of purchase and to be paid from the General Fund. (Ref. H 4.1)

5. Award Bid # 18-19-010 for Custodial Supplies to Office Solutions; Complete Office; Waxie; Southwest School & Office; Pioneer Chemical; Maintex; and Gorm, for an initial period of two years, at a cost to be determined at the time of purchase(s) and to be paid from the General Fund. (Ref. H 5.1)
6. Approve a Memorandum of Understanding (MOU) with Marlene Schwartz/Somatherapy to provide Rialto Unified School District students, teachers, and parents with two (2) hour sessions at each of the five (5) middle schools and four (4) high schools, at a rate of \$300 per two (2) hour session for a maximum of 26 sessions, effective August 15, 2019 through June 30, 2020, at a cost of \$7,800.00, to be paid from the General Fund. (Ref. H 6.1)
7. Approve an agreement with the Girl Scouts of San Geronimo to provide transportation for fifty (50) Frisbie Middle School female students for monthly workplace tours through the Classroom to Career program, effective August 15, 2019 through June 30, 2020, at no cost to the District. (Ref. H 7.1)
8. Approve registration costs for six (6) administrative team leaders to participate in the Executive Innovative District Leadership Academy through the Education Innovation Alliance (EIA), in partnership with the San Bernardino County Superintendent of Schools (SBCSS) System of Support. The registration fee for each Rialto Unified School District (RUSD) participant will be \$5,000.00 for a total of \$30,000.00. SBCSS will pay half of the costs for our team of six participants and RUSD will pay the remaining half totaling \$15,000.00. The cohorts will run August 2019 through May 2020., to be paid from the General Fund. (Ref. H 8.1-2)
9. Ratify the agreement with Painting with Jesse, Independent Art Instructor, to provide Art services per student Individualized Education Program (IEP), effective August 1, 2019 through June 30, 2020, at a cost of \$7,200.00, to be paid from the General Fund. (Ref. H 9.1)
10. Approve an agreement with SYNAPSE to complete Audiological Assessments and Individual Education Evaluations (IEE's) in the area of Audiology to current students effective, August 15, 2019 through June 30, 2020, at a cost of \$10,000.00, to be paid from the General Fund. (Ref. H 10.1)
11. Approve an agreement with Ehecatl Wind Philosophies to provide fourteen (14) full days of professional development to high school teachers in the facilitation of the creation and support of ethnic studies courses prior to June 30, 2021, at a cost of \$45,396.00, to be paid from the General Fund. (Ref. H 11.1)

12. Approve an agreement with Yanira Carrillo-Zaladaña to provide “The Children’s Project” parent workshop series on Emotionally Healthy Children at the Curtis T. Winton Parent Institute, effective September 3, 2019 through March 29, 2020, at a cost of \$5,500.00, to be paid from the General Fund. (Ref. H 12.1)
13. Approve an agreement with Sigma Beta Xi for mentoring and restorative practice to include social-emotional and academic counseling to thirty (30) African American male students weekly at Jehue Middle School effective August 15, 2019 through May 29, 2020, at a cost of \$22,500.00, to be paid from the General Fund. (Ref. H 13.1)
14. Approve an agreement with California State University, San Bernardino (CSUSB) Federal Work-Study Program to provide college student tutors for Kelley Elementary School, effective August 15, 2019 through June 30, 2020, at a cost of \$4,500.00, to be paid from the General Fund. (Ref. H 14.1)
15. Approve the purchase of two (2) heavy duty, wide area lawn mowers without an active bid in place, cost to be determined at the time of purchase(s), to be paid from the General Fund. (Ref. H 15.1)
16. Ratify Teaching Internship Agreement with California State University, Fullerton to assist current and future educators in completing state requirements for credentialing from August 1, 2019 through June 30, 2024, at no cost to the District. (Ref. H 16.1)
17. Ratify Teaching Internship Agreement with Brandman University to assist current and future educators in completing state requirements for credentialing from August 1, 2019 through June 30, 2022, at no cost to the District. (Ref. H 17.1)
18. Ratify Teaching Internship Agreement with Hope International University to assist current and future educators in completing state requirements for credentialing from July 1, 2019 through June 30, 2022, at no cost to the District. (Ref. H 18.1)
19. Ratify Teaching Internship Agreement with Chapman University to assist current and future educators in completing state requirements for credentialing from July 1, 2019 through June 30, 2022, at no cost to the District. (Ref. H 19.1)
20. Ratify Teaching Internship Agreement with Grand Canyon University to assist current and future educators in completing state requirements for credentialing from June 4, 2019 through June 30, 2022, at no cost to the District. (Ref. H 20.1)

21. Ratify Teaching Internship Agreement with National University to assist current and future educators in completing state requirements for credentialing from August 1, 2019 through June 30, 2022, at no cost to the District. (Ref. H 21.1)
22. Ratify Clinical Fieldwork Agreement with St. Catherine University to assist current and future educators in completing state requirements for credentialing from August 1, 2019 through June 30, 2022, at no cost to the District. (Ref. H 22.1)
23. Ratify Teaching Internship Agreement with Western Governors University to assist current and future educators in completing state requirements for credentialing from July 1, 2019 through June 30, 2022, at no cost to the District. (Ref. H 23.1)
24. Ratify Teaching Internship Agreement with University of California, Riverside to assist current and future educators in completing state requirements for credentialing from July 1, 2019 through June 30, 2021, at no cost to the District. (Ref. H 24.1)
25. Approve an agreement with Cal Poly Foundation, Jodye Selco, Ph.D., to work with Rialto Unified School District's K-12 science program for the 2019-20 school year, at a cost of \$33,953.00, to be paid from the General Fund. (Ref. H 25.1)
26. Approve an agreement with ED21 to provide professional development at Kelley Elementary School, effective August 15, 2019 through June 30, 2020, at a cost of \$13,000.00, to be paid from the General Fund. (Ref. H 26.1)
27. Approve a Memorandum of Understanding with James Woods Dat Yoga Dude to provide up to six (6) class sessions at Carter High School, Eisenhower High School, Rialto High School, Milor/Zupanic High School and up to four (4) parent sessions, at a rate of \$150.00 per session; not-to-exceed twenty eight (28) sessions, at a cost of \$4,200.00, to be paid from the General Fund. (Ref. H 27.1)
28. Approve an agreement with 806 Technologies to assist with the collection and monitoring of documents that are required by law for Titles I, II, III and IV programs, effective August 15, 2019 through June 30, 2020, at a cost of \$14,500.00, to be paid from the General Fund. (Ref. H 28.1)

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

**J. PERSONNEL SERVICES CONSENT ITEMS**

1-3. Approve Personnel Report No. 1219 for classified and certificated employees. (Ref. J 1.1-3.13)

4. Approve Resolution No. 19-20-03 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 4.1)

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

**K. DISCUSSION/ACTION ITEMS**

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

1. Deny Liability Claim No. 19-20-01 (Ref. K 1.1)

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

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

2. Approve an addendum to the agreement with InnovateEd to reduce the previous total cost of \$336,000.00 to a new total cost of \$246,000.00 to be paid from the General Fund and all other terms and conditions will remain the same. (Ref. K 2.1)

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

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

3. Adopt Resolution No. 19-20-04 excusing the absence of Board Vice President Nancy G. O'Kelley from the Wednesday, July 10, 2019, Regular Meeting of the Board of Education. (Ref. K 3.1)

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

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

4. Ratify the agreement with SoftChoice Corporation for the annual Microsoft product installation and upgrades for Microsoft products, effective August 1, 2019 through July 30, 2020, at a cost of \$341,695.13, to be paid from the General Fund. (Ref. K 4.1)

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

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

5. Ratify the renewal of the agreement of the Professional Learning Management system and approve the agreement of the Learning and Collaboration Resource System with *Frontline Education of Frontline Technologies Group, LLC*, to support district-wide monitoring of professional development for all staff, effective July 1, 2019 through June 30, 2020, at a cost of \$91,261.84, to be paid from the General Fund.  
(Ref. K 5.1)

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

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on Wednesday, August 28, 2019, 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.

**L. ADJOURNMENT**

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

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

**Time** \_\_\_\_\_







Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **2019 SERIES "D" GENERAL OBLIGATION (G.O.) BONDS**

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Background: In 2010, the voters within the District's boundaries approved Measure Y which authorized \$98 million principal amount ("2010 Measure Y Bond Authorization") of general obligation bonds ("Bonds") to be issued to fund school facility projects ("Authorized Projects") set forth in the Measure Y Project List. To date, the District has issued three (3) series of Bonds (2011 Series A and B and 2015 Series C) totaling \$68.642 million for funding certain Authorized Projects. A principal amount of \$29.358 million remains under the Measure Y Bond Authorization to be issued in the future.

At the May 8, 2019 Board of Education meeting, the Board authorized proceeding with the sale of Measure Y, Series "D", General Obligation Bonds (2019 Bonds) and the agreements for the firms that comprise of the District's funding team. The District's Funding Team is now in the final stage of developing the 2019 Series "D" Bonds structure and legal documents.

As part of the 2019 Series "D" Bond development phase, the Board approval process consists of a two (2) step process. Step 1 provides for an informational item on August 14, 2019, in which the Board is provided the substantially final forms of the Bond Resolution and primary legal documents for review. Step 2 provides for the submittal to the Board of the forms of the same Bond documents for Board approval at the Board of Education meeting of August 28, 2019.

Reasoning: Pursuant to Education Code 154146(b) (2), attached are the substantially final forms of the 2019 Series "D" Bond Resolution and the primary legal documents for review as an informational item. Included are the preliminary financing estimates regarding the planned issuance of the 2019 Series "D" Bonds.

(Ref. D 1.1)

Additionally, the preliminary estimates regarding the financing term, planned types of bond securities to be issued (combination of current interest and capital appreciation bonds), preliminary payment schedule, and other preliminary financing estimates are set forth in Exhibit D of the attached Bond Resolution.

Recommendation: This is an informational item only. No Board action required.

Fiscal Impact: No fiscal impact.

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**Submitted and Reviewed by: Mohammad Z. Islam**  
(Ref. D 1.2)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE RIALTO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$29,357,813 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF RIALTO UNIFIED SCHOOL DISTRICT, INCLUDING BONDS THAT ALLOW FOR THE COMPOUNDING OF INTEREST, BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE AGREEMENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS**

**WHEREAS**, an election was duly called and regularly held in the Rialto Unified School District (the "District"), located in the County of San Bernardino, California (the "County"), on November 2, 2010, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the "Bond Measure"):

*"To improve the quality of education, shall the Rialto Unified School District be authorized to acquire, construct and improve classrooms and support facilities, provide career and technical classrooms, including science labs, to enhance preparation for college and careers, replace portable facilities with permanent classrooms, and increase student access to modern technology, by issuing \$98,000,000 in bonds, at legal rates, with an independent Citizens' Oversight Committee, annual financial and performance audits, and no money for administrators?"*

**WHEREAS**, passage of said proposition required a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on said proposition were in favor of issuing said bonds;

**WHEREAS**, on March 17, 2011, pursuant to the Bond Measure and a resolution of the Board of Education of the District (the "Board of Education") adopted on January 19, 2011, two series of said bonds designated the "Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2011A" and the "Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2011B (Federally Taxable/Qualified School Construction Bonds)" in the respective aggregate principal amounts of \$26,932,186.85 and \$9,695,000, were issued and sold;

**WHEREAS**, on March 26, 2015, pursuant to the Bond Measure and a resolution of the Board of Education adopted on January 7, 2015, an additional series of said bonds designated the "Rialto Unified School District (County of San Bernardino, California) General Obligation

Bonds, Election of 2010, Series 2015,” in the aggregate principal amount of \$32,015,000 was issued and sold;

**WHEREAS**, at this time, the Board of Education deems it necessary and desirable to authorize and consummate the sale of an additional series of the bonds, designated the “Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019” (the “Series 2019 Bonds”), in an aggregate initial principal amount not exceeding \$29,357,813, for purposes of financing projects authorized to be financed under the Bond Measure, according to the terms and in the manner hereinafter set forth;

**WHEREAS**, Sections 53506 and following of the California Government Code (the “Government Code”), including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private or negotiated sale pursuant to Sections 15140 and 15146 of the California Education Code (the “Education Code”);

**WHEREAS**, Section 15140(b) of the Education Code provides that the board of supervisors of a county may authorize a school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report;

**WHEREAS**, the Board of Supervisors (the “Board of Supervisors”) of the County has adopted the procedures authorized by Section 15140(b) of the Education Code, and has directed that any school district in the County that has not received a qualified or negative certification in its most recent interim report shall issue and sell its own bonds;

**WHEREAS**, the District has not received a qualified or negative certification in its most recent interim report;

**WHEREAS**, the Series 2019 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to such authorization from the Board of Supervisors;

**WHEREAS**, Section 15146 of the Education Code requires the Board of Education to be presented with (a) an analysis containing the total overall cost of any bonds that allow for the compounding of interest that are proposed to be issued, (b) a comparison to the overall cost of current interest bonds, (c) the reasons bonds that allow for the compounding of interest are being recommended, and (d) a copy of the disclosure made by the underwriter of the Series 2019 Bonds in compliance with Municipal Securities Rulemaking Board Rule G-17;

**WHEREAS**, in compliance with Section 15146 of the Education Code, an analysis containing the total overall cost of bonds that allow for the compounding of interest that are proposed to be issued and a comparison to the overall cost of current interest bonds have been presented to the Board of Education by California Financial Services, the municipal advisor to the District (the “Municipal Advisor”) and such analysis prepared by the Municipal Advisor is attached hereto as Exhibit D, the Board of Education confirms the reason for the issuance of bonds that allow for the compounding of interest is to provide sufficient and timely funds for the projects specified in the Bond Measure, and the Municipal Securities Rulemaking Board Rule G-

17 submission of the underwriter of the Series 2019 Bonds has been received by the Board of Education;

**WHEREAS**, this Resolution was submitted at two consecutive meetings of the Board of Education in compliance with Section 15146 of the Education Code;

**WHEREAS**, the Board of Education has determined that securing the timely payment of the principal of and interest on the Series 2019 Bonds by obtaining a municipal bond insurance policy with respect thereto could be economically advantageous to the District;

**WHEREAS**, a form of Bond Purchase Agreement (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Bond Purchase Agreement") to purchase the Series 2019 Bonds proposed to be entered into with Citigroup Global Markets Inc. (the "Underwriter") has been prepared;

**WHEREAS**, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Series 2019 Bonds, the Underwriter must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Series 2019 Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis;

**WHEREAS**, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Continuing Disclosure Certificate"), a form of which has been prepared;

**WHEREAS**, the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2019 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Preliminary Official Statement");

**WHEREAS**, Section 5852.1 of the Government Code requires that the Board of Education obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the Series 2019 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Series 2019 Bonds, (c) the amount of proceeds of the Series 2019 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2019 Bonds, and (d) the sum total of all debt service payments on the Series 2019 Bonds calculated to the final maturity of the Series 2019 Bonds, plus the fees and charges paid to third parties not paid with the proceeds of the Series 2019 Bonds;

**WHEREAS**, in compliance with Section 5852.1 of the Government Code, the Board of Education has obtained from the Municipal Advisor, the required good faith estimates and such estimates are disclosed and set forth on Exhibit C attached hereto;

**WHEREAS**, the Board of Education has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board of Education has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing;

**WHEREAS**, the District desires that the County levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series 2019 Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors, the Auditor-Controller of the County, the Treasurer and Tax Collector of the County and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of the Series 2019 Bonds, all pursuant to Sections 15250 and 15251 of the Education Code; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Rialto Unified School District, as follows:

**Section 1. Recitals.** All of the above recitals are true and correct and the Board of Education so finds.

**Section 2. Definitions.** Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

**“Auditor-Controller”** means the Auditor-Controller of the County or any authorized deputy thereof.

**“Authorized Officers”** means the President of the Board of Education, or such other member of the Board of Education as the President may designate, the Superintendent of the District, the Associate Superintendent, Business Services of the District, or such other officer or employee of the District as the Superintendent may designate.

**“Board of Education”** means the Board of Education of the District.

**“Board of Supervisors”** means the Board of Supervisors of the County.

**“Bond Purchase Agreement”** means the Bond Purchase Agreement relating to the sale of the Series 2019 Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

**“Bonds”** means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including bonds approved by the voters of the District on September 14, 1999 and pursuant to the Bond Measure, as all such Bonds are required by State Law to be paid from the interest and sinking fund.

**“Capital Appreciation Bonds”** means the Series 2019 Bonds accreting interest semiannually to the maturity date thereof payable in accordance with Section 5(e) hereof.

**“Cede & Co.”** means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2019 Bonds.

**“Code”** means the Internal Revenue Code of 1986.

**“Continuing Disclosure Certificate”** means the Continuing Disclosure Certificate executed and delivered by the District relating to the Series 2019 Bonds.

**“County”** means the County of San Bernardino.

**“Current Interest Bonds”** means those Series 2019 Bonds bearing interest payable semiannually on a current basis in accordance with Section 5(d) hereof.

**“District”** means the Rialto Unified School District.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Series 2019 Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

**“Interest Date”** means February 1 and August 1 of each year, commencing on February 1, 2020, or such other dates as may be set forth in the Bond Purchase Agreement.

**“Investment Agreement”** shall have the meaning set forth in Section 15 hereof.

**“Official Statement”** means the Official Statement of the District relating to the Series 2019 Bonds.

**“Opinion of Bond Counsel”** means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

**“Owner”** means, with respect to any Series 2019 Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

**“Paying Agent”** means U.S. Bank National Association, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as

authenticating agent, bond registrar, transfer agent and paying agent for the Series 2019 Bonds in accordance with Section 8 hereof.

**“Preliminary Official Statement”** means the Preliminary Official Statement of the District relating to the Series 2019 Bonds.

**“Record Date”** means, with respect to any Interest Date for the Series 2019 Bonds, the 15th day of the calendar month immediately preceding such Interest Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

**“Registration Books”** means the books for the registration and transfer of the Series 2019 Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

**“Series 2019 Bonds”** means the bonds authorized and issued pursuant to this Resolution, designated the “Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019.”

**“State”** means the State of California.

**“Tax Certificate”** means the Tax Certificate with respect to the Series 2019 Bonds not issued as Taxable Bonds, executed by the District, dated the date of issuance of the Series 2019 Bonds.

**“Tax-Exempt”** means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Internal Revenue Code of 1986 (the “Code”).

**“Taxable Bonds”** means those Series 2019 Bonds the interest on which is not Tax-Exempt.

**“Treasurer”** means Treasurer and Tax Collector of the County or any authorized deputy thereof.

**“Underwriter”** means Citigroup Global Markets Inc.

**Section 3. Authorization and Designation of Bonds.** The Series 2019 Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code, and other applicable provisions of law, including applicable provisions of the Education Code. The Board of Education hereby authorizes the issuance and sale, by a negotiated sale, of not to exceed \$29,357,813 aggregate principal amount of Series 2019 Bonds. The Series 2019 Bonds shall be designated “Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019.” The Series 2019 Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds or any combination thereof, all as provided in Section 5 hereof. The



proceeds of the Series 2019 Bonds, exclusive of any premium and accrued interest received, shall be applied to finance projects authorized to be financed under the Bond Measure.

**Section 4. Form of Bonds; Execution.** (a) *Form of Series 2019 Bonds.* The Series 2019 Bonds shall be issued in fully registered form without coupons. The Current Interest Bonds and the Capital Appreciation Bonds, and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds.* The Series 2019 Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Education, and countersigned by the manual or facsimile signature of the Clerk of the Board of Education. The Series 2019 Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) *Valid Authentication.* Only such of the Series 2019 Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Series 2019 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) *Identifying Number.* The Paying Agent shall assign each Series 2019 Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

**Section 5. Terms of Bonds.** (a) *Date of Series 2019 Bonds.* The Current Interest Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement. The Capital Appreciation Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) *Denominations.* The Current Interest Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof. The Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at maturity ("maturity value") or any integral multiple thereof, except that the first numbered Capital Appreciation Bond may be issued in a denomination such that the maturity value of such Capital Appreciation Bond shall not be an integral multiple of \$5,000.

(c) *Maturity.* The Current Interest Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Current Interest Bond shall mature later than the date which is 30 years from the date of the Current Interest Bonds, to be determined as provided in subsection (a) of this Section; provided, however, that Current Interest Bonds may have a maturity greater than 30 years, but not greater than 31 years, if an Authorized Officer, for and on behalf of the District, makes a finding in writing that the useful life of the facility financed with such Current Interest Bonds equals or exceeds the maturity date of such Current Interest Bonds.

No Current Interest Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Agreement may provide that no Current Interest Bonds shall be issued.

The Capital Appreciation Bonds shall mature on the date or dates, in each of the years, and in such maturity values as shall be set forth in the Bond Purchase Agreement. No Capital Appreciation Bond shall mature later than the date which is 25 years from the date of the Capital Appreciation Bonds, to be determined as provided in subsection (a) of this Section. No Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. The Bond Purchase Agreement may provide that no Capital Appreciation Bonds shall be issued.

The Current Interest Bonds and the Capital Appreciation Bonds may mature in the same year or years as any other Current Interest Bonds or Capital Appreciation Bonds, without limitation. The aggregate principal amount of the Series 2019 Bonds issued as Current Interest Bonds or Capital Appreciation Bonds shall not exceed \$29,357,813.

(d) *Interest; Current Interest Bonds.* The Current Interest Bonds shall bear interest at an interest rate or rates not to exceed 8.00% per annum, payable on the Interest Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Current Interest Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Current Interest Bond, interest is in default on any outstanding Current Interest Bonds, such Current Interest Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Current Interest Bonds.

(e) *Interest; Capital Appreciation Bonds.* The Capital Appreciation Bonds shall not bear current interest; each Capital Appreciation Bond shall accrete in value daily over the term to its maturity (on the basis of a 360-day year consisting of twelve 30-day months), from its initial principal (denominational) amount on the date of issuance thereof to its stated maturity value at maturity thereof, on the basis of a constant interest rate or rates (which shall not exceed 8.00% per annum) compounded semiannually on each Interest Date (with straight-line interpolations between Interest Dates). The accreted value per \$5,000 maturity value of the Capital Appreciation Bonds on each Interest Date shall be given for reference in a table of accreted values to appear in the Capital Appreciation Bonds; provided, however, that the accreted value determined in accordance with this Section shall prevail over any different accreted value given in such table. Interest on the Capital Appreciation Bonds shall be payable only upon maturity or prior redemption thereof.

(f) *Interest; Tax-Exempt or Taxable.* The Series 2019 Bonds may be issued such that the interest on the Series 2019 Bonds is Tax-Exempt or such that the interest on the Series 2019 Bonds is not Tax-Exempt. The Board of Education hereby finds and determines that, pursuant to Section 5903 of the Government Code, the interest payable on the Series 2019 Bonds issued as Taxable Bonds will be subject to federal income taxation under the Code in existence on the date of issuance of the Series 2019 Bonds.

**Section 6. Payment of Bonds.** (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the Series 2019 Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Series 2019 Bonds in such year, and to pay from such taxes all amounts due on the Series 2019 Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Series 2019 Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

(b) *Principal.* The principal of the Current Interest Bonds and the accreted value of the Capital Appreciation Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date.* The interest on the Current Interest Bonds shall be payable on each Interest Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Date, such interest to be paid by check or draft mailed on such Interest Date (if a business day, or on the next business day if the Interest Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Current Interest Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Date.

(d) *Interest and Sinking Fund.* Principal and interest due on the Series 2019 Bonds shall be paid from the interest and sinking fund of the District as provided in Section 15146 of the Education Code.

(e) *Obligation of the District.* No part of any fund or account of the County is pledged or obligated to the payment of the Series 2019 Bonds. The obligation for repayment of the Series 2019 Bonds is the sole obligation of the District.

(f) *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors for the payment of Bonds of the District and amounts on deposit in the interest and sinking fund of the District to the payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds and successors thereto. The property taxes and amounts held in the interest and sinking fund of the District shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund of the District to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or

further act. The pledge is an agreement between the District and the owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

(g) *Insurance.* The payment of principal of and interest on all or a portion of the Series 2019 Bonds may be secured by a municipal bond insurance policy as shall be described in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized and directed to qualify the District for municipal bond insurance for the Series 2019 Bonds and authorize that such insurance be obtained if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Series 2019 Bonds. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract. If the Authorized Officers so deem and obtain municipal bond insurance, and such insurance is issued by a mutual insurance company, the Authorized Officers are each hereby authorized and directed to enter into any required mutual insurance agreement substantially in such insurer's standard form with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of such agreement by such Authorized Officer.

**Section 7. Redemption Provisions.** (a) *Optional Redemption.* The Series 2019 Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. Subject to the requirements of Section 15144.2 of the Education Code, the Bond Purchase Agreement may provide that the Series 2019 Bonds shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Current Interest Bonds and the Capital Appreciation Bonds.

(b) *Selection.* If less than all of the Series 2019 Bonds, if any, are subject to such redemption and are called for redemption, such Series 2019 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Series 2019 Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(c) *Mandatory Sinking Fund Redemption.* The Series 2019 Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately or as otherwise directed by the District by the amount of any Series 2019 Bonds of that maturity redeemed in accordance with subsection (a) of this Section prior to the mandatory sinking fund

payment date. The Bond Purchase Agreement may provide that the Series 2019 Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller is hereby authorized to create such sinking funds or accounts for the term Series 2019 Bonds as shall be necessary to accomplish the purposes of this Section.

(d) *Notice of Redemption.* Notice of any redemption of the Series 2019 Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series 2019 Bonds and the date of issue of the Series 2019 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series 2019 Bonds and the dates of maturity or maturities of Series 2019 Bonds to be redeemed; (vi) if less than all of the Series 2019 Bonds of any maturity are to be redeemed, the distinctive numbers of the Series 2019 Bonds of each maturity of such series to be redeemed; (vii) in the case of Series 2019 Bonds redeemed in part only, the respective portions of the principal amount of the Series 2019 Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series 2019 Bonds to be redeemed; (ix) a statement that such Series 2019 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series 2019 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Series 2019 Bonds or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Series 2019 Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Series 2019 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series 2019 Bonds at the place specified in the notice of redemption, such Series 2019 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series 2019 Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the interest and sinking fund or the trust fund established for such purpose. All Series 2019 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series 2019 Bonds so called for

redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the interest and sinking fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series 2019 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series 2019 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) *Funds for Redemption.* Prior to or on the redemption date of any Series 2019 Bonds there shall be available in the interest and sinking fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Series 2019 Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Series 2019 Bonds to be redeemed upon presentation and surrender of such Series 2019 Bonds, provided that all monies in the interest and sinking fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the interest and sinking fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Series 2019 Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the interest and sinking fund of the District or otherwise held in trust for the payment of redemption price of the Series 2019 Bonds, the monies shall be held in or returned or transferred to any interest and sinking fund of the District for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Series 2019 Bonds all or any part of the principal, interest and premium, if any, on the Series 2019 Bonds at the times and in the manner provided herein and in the Series 2019 Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District and the County as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Series 2019 Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series 2019 Bonds, but only out of monies on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Series 2019 Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a

pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the interest and sinking fund of the District, be fully sufficient to pay and discharge the indebtedness on such Series 2019 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal or accreted value of, redemption premium, if any, or interest on the Series 2019 Bonds and remaining unclaimed for two years after the principal or accreted value of all of the Series 2019 Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to any interest and sinking fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

**Section 8. Paying Agent.** (a) *Appointment; Payment of Fees and Expenses.* This Board of Education does hereby consent to and confirm the appointment of U.S. Bank National Association to act as the initial paying agent for the Series 2019 Bonds. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Series 2019 Bonds, or from the interest and sinking fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

(b) *Resignation, Removal and Replacement of Paying Agent.* The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$100,000,000 in net assets.

(c) *Principal Corporate Trust Office.* Any reference herein to the "principal corporate trust office" of the Paying Agent for purposes of transfer, registration, exchange, payment, and surrender of the Series 2019 Bonds shall initially mean the office so designated for a particular purpose. If no office is so designated for a particular purpose, such functions shall be conducted at the office of the Paying Agent in Los Angeles, California, or the principal corporate trust office of any successor Paying Agent.

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Series 2019 Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Series 2019 Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Series 2019 Bonds paid and discharged

by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

**Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.** (a) Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for the Series 2019 Bonds and the Series 2019 Bonds shall be issued in book-entry form only, and shall be initially registered in the name of "Cede & Co.," as nominee of DTC. One bond certificate shall be issued for each maturity of the Current Interest Bonds and the Capital Appreciation Bonds; provided, however, that if different CUSIP numbers are assigned to Series 2019 Bonds maturing in a single year or, if Series 2019 Bonds of the same series maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Series 2019 Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series 2019 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series 2019 Bond for each maturity shall be executed and delivered (in the case of Current Interest Bonds, in the aggregate principal amount of such Current Interest Bonds then outstanding, and in the case of Capital Appreciation Bonds, in the aggregate maturity value of such Capital Appreciation Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Series 2019 Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series 2019 Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the



names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Series 2019 Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Series 2019 Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) In the case of partial redemption or an advance refunding of the Series 2019 Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Series 2019 Bonds indicating the date and amounts of such reduction in principal.

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Series 2019 Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series 2019 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Series 2019 Bonds.

(e) So long as the outstanding Series 2019 Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Series 2019 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

**Section 10. Transfer and Exchange.** (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Series 2019 Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2019 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Series 2019 Bond or Series 2019 Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2019 Bond or Series 2019 Bonds, of the same maturity, Interest Date and interest rate or rates (in the case of Current Interest Bonds, for a like aggregate principal amount, and in the case of Capital Appreciation Bonds, for a like aggregate maturity value). The Paying Agent may require the payment by any Owner of Series 2019 Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Series 2019 Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2019 Bonds for redemption, and (ii) after any Series 2019 Bond has been selected for redemption.

(b) *Exchange.* The Series 2019 Bonds may be exchanged for Series 2019 Bonds of other authorized denominations of the same maturity, Interest Date and interest rate or rates, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2019 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Series 2019 Bond or Series 2019 Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2019 Bond or Series 2019 Bonds of the same maturity and interest payment mode and interest rate or rates (in the case of Current Interest Bonds, for a like aggregate principal amount, and in the case of Capital Appreciation Bonds, for a like aggregate maturity value). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Series 2019 Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2019 Bonds for redemption, and (ii) after any Series 2019 Bond has been selected for redemption.

**Section 11. Bond Purchase Agreement; Sale of Bonds.** The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series 2019 Bonds shall not be in excess of 4.50%, (b) the interest rate on the Current Interest Bonds shall not exceed 8.00% per annum, (c) the Capital Appreciation Bonds shall accrete in value at compounded interest rates not to exceed 8.00% per annum, (d) the ratio of total debt service to principal of the Series 2019 Bonds shall not exceed four to one, (e) the annual estimated change in the assessed value of taxable property within the District over the term of the Series 2019 Bonds assumed in the structuring of the Series 2019 Bonds shall not exceed 4.60%, (f) the Underwriter's discount for the sale of Series 2019 Bonds shall not exceed 0.50% of the initial principal amount of such Series 2019 Bonds exclusive of any costs of issuance the Underwriter contracts to pay, and (g) the Series 2019 Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Series 2019 Bonds, and with respect to the Current Interest Bonds, shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any, and with respect to the Capital Appreciation Bonds, shall recite the date thereof, the initial principal amounts, maturity dates, and maturity values of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any.

The Board of Education hereby finds and determines that the sale of the Series 2019 Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Series 2019 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Series 2019 Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. Estimates of the costs associated with the issuance of the Series 2019 Bonds, including any such costs which the Underwriter may agree to pay pursuant to the Bond Purchase Agreement, are set forth on Exhibit C attached hereto and incorporated herein.

In accordance with Section 15146(h) of the Education Code, to the extent not contracted to be paid by the Underwriter, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a paying agent set forth in Section 8, as cost of issuance administrator, proceeds of sale of the Series 2019 Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Series 2019 Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series 2019 Bonds.

In accordance with subsections (i) and (j) of Section 15146 of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the interest and sinking fund of the District proceeds of sale of the Series 2019 Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Series 2019 Bonds for a period of two years from the date of issuance of the Series 2019 Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

**Section 12. Continuing Disclosure Certificate.** The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

**Section 13. Preliminary Official Statement.** The Preliminary Official Statement to be distributed in connection with the public offering of the Series 2019 Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Series 2019 Bonds is hereby authorized and approved. The Authorized Officers are

each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

**Section 14. Official Statement.** The preparation and delivery of an Official Statement with respect to the Series 2019 Bonds, and its use by the Underwriter in connection with the offering and sale of the Series 2019 Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series 2019 Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Series 2019 Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

**Section 15. Investment of Proceeds.** (a) All funds held in the interest and sinking fund of the District shall be invested at the discretion of the Treasurer. In the absence of written request from the District, proceeds of the Series 2019 Bonds held in the building fund of the District shall be invested at the sole discretion of the Treasurer pursuant to State law, including Government Code Section 53601 *et. seq.*, as the same may be amended or supplemented from time to time, and the investment policy of the County.

(b) To the extent permitted by law, at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District in investment agreements, including guaranteed investment contracts, float contracts or other investment products (collectively, "Investment Agreements"), which comply with the requirements of each rating agency then rating the Series 2019 Bonds necessary in order to maintain the then-current rating on the Series 2019 Bonds. Pursuant to Section 5922 of the Government Code, the Board of Education hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Series 2019 Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Series 2019 Bonds and funds held to pay the Series 2019 Bonds.

**Section 16. Tax Covenants.** (a) The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on a Tax-Exempt series of Series 2019 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of each Tax-Exempt series of Series 2019 Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series 2019 Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies

held by the Treasurer on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer in writing, and the District shall make its best efforts to ensure that the Treasurer shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provision of this Section, if the District shall provide to the Treasurer an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on Series 2019 Bonds not issued as Taxable Bonds under Section 103 of the Code, the Treasurer may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of each Tax Certificate with respect to the Series 2019 Bonds not issued as Taxable Bonds, and the covenants hereunder shall be deemed to be modified to that extent.

**Section 17. Professional Services.** California Financial Services shall serve as municipal advisor to the District for the Series 2019 Bonds. Orrick, Herrington & Sutcliffe LLP shall serve as bond counsel and disclosure counsel to the District for the Series 2019 Bonds. Citigroup Global Markets Inc. shall serve as the underwriter for the Series 2019 Bonds.

**Section 18. Delegation of Authority.** The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

**Section 19. Approval of Actions.** All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

**Section 20. Filing with County.** The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller the final terms of sale of the Series 2019 Bonds, and to file with the Auditor-Controller and with the Treasurer a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment of interest on the Series 2019 Bonds, and to file with the Treasurer a proposed schedule of draws on the building fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Auditor-Controller and the Board of Supervisors to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series 2019 Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series 2019 Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series 2019 Bonds the principal, interest, and premium, if any, due on the Series 2019 Bonds in each year, and to create in the County treasury to the credit of the District a building fund and an interest and sinking fund pursuant to Section 15146 of the Education Code.

**Section 21. Contract with Bondholders.** The provisions of this Resolution shall be a contract with each and every owner of Bonds and the duties of the District and of the Board of

Education and the officers of the District shall be enforceable by any owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

**Section 22. Amendments.** This Resolution may be modified or amended without the consent of the Owners in order to cure ambiguities or provide clarification, provided that such modification or amendment does not materially adversely affect the rights of owners of Bonds. For any other purpose, this Resolution may be modified or amended only with the consent of the Owners of a majority of the aggregate principal amount of all Series 2019 Bonds then outstanding; provided that any such modification or amendment to Section 6(f) or Section 21 shall require the consent of the owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Series 2019 Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the owners so affected.

**Section 23. Indemnification of County.** The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors authorizing the District to issue and sell the Series 2019 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7 of the Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 24. Effective Date.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND ADOPTED** this day, August 28, 2019.

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President of the Board of Education of the  
Rialto Unified School District

ATTEST:

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Clerk of the Board of Education of the  
Rialto Unified School District

**EXHIBIT A**

**FORM OF CURRENT INTEREST BOND**

**Number** **UNITED STATES OF AMERICA** **Amount**  
**R-\_\_** **STATE OF CALIFORNIA** **\$ \_\_\_\_\_**  
**COUNTY OF SAN BERNARDINO**

**RIALTO UNIFIED SCHOOL DISTRICT**  
**(COUNTY OF SAN BERNARDINO, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES 2019**

**CURRENT INTEREST BOND**

**Maturity Date** **Interest Rate** **Dated as of** **CUSIP No.**  
**August 1, 20\_\_** **\_\_\_\_%** **\_\_\_\_\_, 2019** **\_\_\_\_\_**

**Registered Owner:** **CEDE & CO.**

**Principal Amount:** \_\_\_\_\_ **DOLLARS**

Rialto Unified School District, County of San Bernardino, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before \_\_\_\_\_ 15, 20\_\_, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on February 1, 2020, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Bond is issued pursuant to a Resolution adopted by the Board of Education of the District on August 28, 2019 (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank National Association, the paying agent/registrant and transfer agent of the District (the "Paying Agent"). The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Current Interest Bonds aggregating at least \$1,000,000 in

principal amount, interest will be paid by wire transfer in immediately available funds to an account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$ \_\_\_\_\_, and designated as "Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019" (the "Bonds"). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 2, 2010. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated \_\_\_\_\_, 2019 (the "Bond Purchase Agreement"), by and between the District and Citigroup Global Markets Inc., as underwriter.

The Current Interest Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Current Interest Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations of the same tenor, interest payment mode, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by order of the Board of Education duly made and entered on its minutes. The Bonds represent



an obligation payable out of the interest and sinking fund of the District, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

**IN WITNESS WHEREOF**, the Board of Education of the Rialto Unified School District, County of San Bernardino, State of California, has caused this bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

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President of the Board of Education of the  
Rialto Unified School District

Countersigned:

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Clerk of the Board of Education of the  
Rialto Unified School District

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on \_\_\_\_\_.

**U.S. BANK NATIONAL  
ASSOCIATION, AS PAYING AGENT**

By: \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

\_\_\_\_\_  
I.D. Number

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: \_\_\_\_\_

Signature Guarantee: \_\_\_\_\_  
Note: Signature must be guaranteed by an eligible guarantor institution.

**EXHIBIT B**

**FORM OF CAPITAL APPRECIATION BOND**

**Number** UNITED STATES OF AMERICA  
**CAB-\_\_** STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

**RIALTO UNIFIED SCHOOL DISTRICT**

**(COUNTY OF SAN BERNARDINO, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES 2019**

**CAPITAL APPRECIATION BOND**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated as of</u>	<u>CUSIP No.</u>
August 1, 20__		_____, 2019	_____

**Registered Owner:** CEDE & CO.

**Initial Principal Amount:** \_\_\_\_\_ DOLLARS

**Accreted Value at Maturity:** \_\_\_\_\_ DOLLARS

Rialto Unified School District of the County of San Bernardino, State of California (the "District"), acknowledges itself obligated to and promises to pay, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above or upon prior redemption hereof, in lawful money of the United States of America, the accreted value hereof on such date, consisting of the Initial Principal Amount hereof plus interest accrued thereon to such date, commencing on the date hereof, compounded on February 1 and August 1 of each year commencing on February 1, 2020, at the Interest Rate specified above, assuming in any such semiannual period that such interest accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, until the obligation represented hereby shall have been discharged, as provided in the Resolution adopted by the Board of Education of the District on August 28, 2019 (the "Resolution"). The accreted value hereof shall be determined in accordance with the Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any accreted value determined in accordance with the Resolution shall prevail over any accreted values given in the Table of Accreted Values. Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The accreted value hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank National Association, the paying agent/registrar and transfer agent of the District (the "Paying Agent").

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying tenors, numbers, denominations,

interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$\_\_\_\_\_, and designated as “Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019” (the “Bonds”). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 2, 2010. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated \_\_\_\_\_, 2019 (the “Bond Purchase Agreement”), by and between the District and Citigroup Global Markets Inc., as underwriter.

The Capital Appreciation Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 accreted value at maturity (the “maturity value”) or any integral multiple thereof, except that the first numbered Bond may be issued in a denomination such that the maturity value of such Bond shall not be in an integral multiple of \$5,000, and provided that no Capital Appreciation Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate maturity value of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same tenor and interest payment mode and same aggregate maturity value will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law, that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond, and that this Bond is in substantially the form prescribed by order of this Board duly made and entered on its minutes. The Bonds represent an obligation payable out of the interest and sinking fund of the District, and the money for the payment of the maturity value of this Bond (or redemption price hereof upon redemption prior to maturity), shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

**IN WITNESS WHEREOF**, the Board of Education of the Rialto Unified School District, County of San Bernardino, State of California, has caused this Bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

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President of the Board of Education of the  
Rialto Unified School District

Countersigned:

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Clerk of the Board of Education of the  
Rialto Unified School District

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on \_\_\_\_\_.

**U.S. BANK NATIONAL  
ASSOCIATION, AS PAYING AGENT**

By: \_\_\_\_\_  
Authorized Officer

## ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

\_\_\_\_\_  
I.D. Number

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: \_\_\_\_\_

Signature Guarantee: \_\_\_\_\_  
Note: Signature must be guaranteed by an eligible guarantor institution.



**CAPITAL APPRECIATION BOND  
TABLE OF ACCRETED VALUES**

**EXHIBIT C**  
**GOOD FAITH ESTIMATES**

The following information was obtained from California Financial Services, municipal advisor to the District, in connection with the bonds approved in the attached Resolution (the "Series 2019 Bonds"), and is provided in compliance with Section 15146(b)(4) of the California Education Code and Section 5852.1 of the California Government Code with respect to the Series 2019 Bonds:

1. *True Interest Cost of the Series 2019 Bonds.* Assuming the maximum aggregate principal amount of the Series 2019 Bonds authorized (\$29,357,813) are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Series 2019 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2019 Bonds, is 3.604%.

2. *Finance Charge of the Series 2019 Bonds.* Assuming the maximum aggregate principal amount of the Series 2019 Bonds authorized (\$29,357,813) are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the finance charge of the Series 2019 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2019 Bonds), is \$534,199, as follows:

a) Underwriter's Discount	\$146,789
b) Credit Enhancement*	177,410
c) Bond Counsel and Disbursements	60,000
d) Disclosure Counsel and Disbursements	30,000
e) Municipal Advisor and Disbursements	65,000
f) Rating Agency	30,000
g) Other Expenses	25,000

\* A municipal bond insurance policy with respect to the Series 2019 Bonds will be obtained only if economically advantageous to the District as determined by an Authorized Officer of the District.

3. *Amount of Proceeds to be received.* Assuming the maximum aggregate principal amount of the Series 2019 Bonds authorized (\$29,357,813) are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the District for sale of the Series 2019 Bonds less the finance charge of the Series 2019 Bonds described in 2 above and any reserves or capitalized interest paid or funded with proceeds of the Series 2019 Bonds, is \$29,033,615.

4. *Total Payment Amount.* Assuming the maximum aggregate principal amount of the Series 2019 Bonds authorized (\$29,357,813) are sold and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2019 Bonds plus the finance charge of the Series 2019 Bonds described in

paragraph 2 above not paid with the proceeds of the Series 2019 Bonds, calculated to the final maturity of the Series 2019 Bonds, is \$59,136,610.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of Series 2019 Bond sales, the amount of Series 2019 Bonds sold, the amortization of the Series 2019 Bonds sold and market interest rates at the time of each sale. The date or dates of sale and the amount of Series 2019 Bonds sold will be determined by the District based on need for project funds and other factors. The actual interest rates at which the Series 2019 Bonds will be sold will depend on the bond market at the time of each sale. The actual amortization of the Series 2019 Bonds will also depend, in part, on market interest rates at the time of each sale. Market interest rates are affected by economic and other factors beyond the District's control. The Board of Education has approved the issuance of the Series 2019 Bonds with a maximum true interest cost of 4.50%.

**EXHIBIT D**

**DISCLOSURE REQUIRED BY CALIFORNIA EDUCATION CODE 15146(b) and 15146(c)**

1. **Financing term and time of maturity of the bonds:** Illustrative Option 1 below is based on the estimated issuance of the District's planned 2010 Measure Y – 2019 Series "D" Bonds utilizing a combination of current interest bonds ("CIBs") and capital appreciation bonds ("CABs"). Illustrative Option 2 below is based on the estimated issuance of the District's planned 2010 Measure Y – 2019 Series "D" Bonds utilizing only CIBs.

		<b>Illustrative Option 1 MIX of CIBs and CABs</b>			<b>Illustrative Option 2 CIBs ONLY</b>		
		<b>Bond Types</b>	<b>CIBs</b>	<b>CABs</b>	<b>MIX Bond Types</b>	<b>Bond Types</b>	<b>CIBs</b>
		<b>Principal Amt.</b>	\$8,945,000	\$20,412,813	\$29,357,813	<b>Principal Amt.</b>	\$8,945,000
		<b>Year (Aug. 1)</b>	<b>CIB Estimated Payments *</b>	<b>CAB Estimated Payments</b>	<b>COMBINED Estimated Pmts.</b>	<b>Year (Aug. 1)</b>	<b>CIB Estimated Payments *</b>
<b>Term</b>	<b>2019</b>	<b>ISSUE</b>	<b>ISSUE</b>	<b>ISSUE</b>	<b>2019</b>	<b>ISSUE</b>	
1	2020	\$489,070	---	\$489,070	2020	\$489,070	
2	2021	586,151	---	586,151	2021	586,151	
3	2022	982,051	---	982,051	2022	982,051	
4	2023	1,116,000	---	1,116,000	2023	1,116,000	
5	2024	1,273,747	---	1,273,747	2024	1,273,747	
6	2025	1,461,024	---	1,461,024	2025	1,461,024	
7	2026	1,707,622	---	1,707,622	2026	1,707,622	
8	2027	1,792,879	---	1,792,879	2027	1,792,879	
9	2028	1,595,230	---	1,595,230	2028	1,595,230	
10	2029	---	---	---	2029	---	
11	2030	---	---	---	2030	---	
12	2031	---	---	---	2031	---	
13	2032	---	---	---	2032	---	
14	2033	---	---	---	2033	---	
15	2034	---	---	---	2034	---	
16	2035	---	---	---	2035	---	
17	2036	---	---	---	2036	---	
18	2037	---	---	---	2037	---	
19	2038	---	---	---	2038	---	
20	2039	---	---	---	2039	---	
21	2040	---	---	---	2040	---	
22	2041	---	---	---	2041	---	
23	2042	---	15,327,470	15,327,470	2042	---	
24	2043	---	16,033,453	16,033,453	2043	---	
25	2044	---	16,771,913	16,771,913	2044	---	
	<b>Payment Total =</b>	\$11,003,774	\$48,132,836	\$59,136,610	<b>Payment Total =</b>	\$11,003,774	
	<b>Payment Ratio =</b>	1.2302	2.3580	2.0143	<b>Payment Ratio =</b>	1.2302	

\* Represents the estimated net payment amounts for tax-rul purposes remaining after the credit of capitalized interest.

2. **Estimated change in assessed value (“AV”) of taxable property within the District over the term of the bonds:** The tables below compares the District’s historical average AV to the annual AV estimate utilized for the District’s planned 2010 Measure Y – 2019 Series “D” Bond issue.

Historical Avg. AV Increase	
31-Year Avg. =	5.87%
District Latest AV Increase	
FY 2019-20	13.53%

2019 Series "D" Bond Estimates	
Annual Avg.	4.40%
Percentage of Historical Increase	
31-Year Avg. =	75.00%

3. **Comparison of overall impact of issuing bonds with and without CCABs and CABs:** The table below compares the estimated bond principal amounts and repayment ratios that would be generated under Illustrative Option 1 (MIX of bond types) and Illustrative Option 2 (CIBs ONLY) for the District’s planned 2010 Measure Y – 2019 Series “C” Bond issue.

	2019 Series "D" Principal Amount	2019 Series "D" Repayment Ratio
Illustrative Option 1 - MIX of Bond Types	\$29,357,813	2.0143
Illustrative Option 2 - CIBs ONLY	8,945,000	1.2302
Difference =	\$20,412,813	0.7842

4. **Reasons for recommending Illustrative Option 1:** The issuance of the planned 2010 Measure Y – 2019 Series “D” Bond issue with a mix of CIBs and CABs enables the District to meet the following objectives:

- **School Project Funding Objective:** The District can increase the amount of 2010 Measure Y Bond principal issued by the 2019 Series “D” Bond issue by approximately \$20.413 million to fund the current authorized school projects.
- **Tax-Rate Objective:** The District can generate the additional authorized school projects funded by the 2010 Measure Y – 2019 Series “D” Bond issue while maintaining the District’s annual estimated tax-rate limitations.

## CLERK'S CERTIFICATE

I, Dina Walker, Clerk of the Board of Education of the Rialto Unified School District, County of San Bernardino, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on August 28, 2019, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2019

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Clerk of the Board of Education of Rialto  
Unified School District

§ \_\_\_\_\_  
**RIALTO UNIFIED SCHOOL DISTRICT  
(COUNTY OF SAN BERNARDINO, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2010,  
SERIES 2019**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2019

Rialto Unified School District  
182 E. Walnut Avenue  
Rialto, California 92376

The undersigned, Citigroup Global Markets Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the Rialto Unified School District (the "District") which, upon the acceptance hereof, will be binding upon the District and the Underwriter. By execution of this Purchase Agreement, the District acknowledges the terms hereof and recognizes that it will be bound by certain of the provisions hereof, and to the extent binding on the District, acknowledges and agrees to such terms. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California time, on the date hereof.

**Section 1. Purchase and Sale of the Bonds.** (a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District for reoffering to the public and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$ \_\_\_\_\_ aggregate initial principal amount of the District's Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019 (the "Bonds"), consisting of \$ \_\_\_\_\_ aggregate principal amount of current interest bonds (the "Current Interest Bonds") and \$ \_\_\_\_\_ aggregate initial principal amount of capital appreciation bonds (the "Capital Appreciation Bonds").

(b) The Bonds shall be issued in the principal amounts and shall bear or accrete interest at the rates and shall mature on the dates and in the years shown on Exhibit A hereto, which is incorporated herein by this reference. The Bonds issued as Current Interest Bonds shall bear interest payable from the date thereof and such interest shall be payable on each February 1 and August 1, commencing February 1, 2020. The Bonds issued as Capital Appreciation Bonds shall accrete interest from their date, compounded semiannually on February 1 and August 1, commencing on February 1, 2020, and shall be paid at maturity as shown in Exhibit A hereto.

(c) The Underwriter shall purchase the Bonds at a price of \$\_\_\_\_\_ (the "Purchase Price"). From the Purchase Price, the Underwriter shall withhold and hereby agrees to wire on the Closing Date (as defined below), in immediately available funds by check, draft or wire transfer to U.S. Bank National Association, as costs administrator, the amount of \$\_\_\_\_\_ to pay the costs of issuance of the Bonds as provided in Section 10 hereof, such amount not exceeding two percent (2%) of the aggregate principal amount of the Bonds in accordance with California Education Code Section 15146(h). The remaining amount of the Purchase Price (\$\_\_\_\_\_), shall be paid, in immediately available funds, by wire transfer to or upon the order of the County of San Bernardino (the "County") on behalf of the District on the Closing Date.

(d) The District acknowledges and agrees that: (i) Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires underwriters (such as the Underwriter) to deal fairly at all times with municipal issuers (such as the District) and investors; (ii) the primary role of the Underwriter, as an underwriter, is to purchase the Bonds with a view to distribution in an arm's length commercial transaction between the District and the Underwriter; (iii) the Underwriter has financial and other interests that differ from those of the District; (iv) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the District and, unlike a municipal advisor, has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the District on other matters) and are, therefore, not required by federal law to act in the best interest of the District without regard to their own financial or other interests; (v) the Underwriter has a duty to purchase the Bonds from the District at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable; (vi) the Underwriter will review the Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities law, as applied to the facts and circumstances of the transaction; (vii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (viii) the District has consulted its own financial and/or municipal, legal, accounting, tax financial and other advisors, as applicable, to the extent it has deemed appropriate. The District also acknowledges that it previously received from the Underwriter a letter regarding MSRB Rule G-17 disclosures, and that it has provided to the Underwriter an acknowledgment of such letter.

**Section 2. The Bonds.** The Current Interest Bonds shall be dated their date of delivery and shall mature on August 1 in the years shown on Exhibit A hereto and be subject to redemption all as shown on Exhibit A hereto. The Capital Appreciation Bonds shall be dated their date of delivery and shall mature on August 1 in the years shown on Exhibit A hereto and be subject to redemption all as shown on Exhibit A hereto. The Bonds shall be issued and secured pursuant to the provisions of the Resolution of the Board of Education of the District (the "Board of Education") adopted on August 28, 2019 (the "Resolution"), this Purchase Agreement and Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code (the "Act"). The Bonds were authorized under and pursuant to a bond authorization approved by more than 55% of the voters of the District voting at an election held on November 2, 2010 (the "Election") approving an amount not more than \$98,000,000 of general obligation



bonds of the District. The Bonds are being issued to finance the repair, renovation, construction, acquisition and improvement of school facilities within the District as authorized pursuant to such bond authorization. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

In order to assist the Underwriter with compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"), the District will enter into the Continuing Disclosure Certificate, dated the Closing Date (the "Continuing Disclosure Certificate").

[The payment of principal, accreted value or maturity value of and interest on the Bonds maturing on August 1 in the years 20\_\_ through 20\_\_, inclusive, (collectively, the "Insured Bonds") will be secured by a municipal bond insurance policy (the "Policy") to be issued simultaneously with the issuance of the Insured Bonds by Build America Mutual Assurance Company (the "Insurer").]

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolution. The Bonds shall be in definitive form, shall bear CUSIP numbers, and shall be in fully registered form, registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC").

**Section 3. Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement (defined below), the Official Statement (defined below), the Resolution and the Continuing Disclosure Certificate, and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

**Section 4. Establishment of Issue Price.** (a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor, California Financial Services (the "Municipal Advisor"), and any notice or report to be provided to the District may be provided to the District's Municipal Advisor.

(b) [Except as otherwise set forth in Exhibit A attached hereto,] the District will treat the first price (meaning single) at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the

District the price or prices at which the Underwriter has sold to the public each maturity of the Bonds.

(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable,

(A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it whether or not the Closing Date has occurred until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to the Underwriter

participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (1) "public" means any person other than an underwriter or a related party;
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate)

to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “sale date” means the date of execution of this Purchase Agreement by all parties.

**Section 5. Official Statement.** (a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2019 (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Official Statement”). The District represents that it deems the Preliminary Official Statement to be final as of its date, for purposes of the Rule, except for either revisions or additions to the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to the Rule. By the execution of this Purchase Agreement, the District ratifies the use by the Underwriter of the Preliminary Official Statement.

(b) The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, being herein called the “Official Statement”) in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB; provided, however, that the failure of the District to comply with this requirement due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds. The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent

Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

(c) The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system.

(d) Each party hereto agrees that it will notify the other party hereto if, within the period from the date of this Purchase Agreement to and including the date which is 25 days following the End of the Underwriting Period (as hereinafter defined), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the written opinion of the District or the Underwriter, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the District or the Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriter in such numbers as the Underwriter may reasonably request. The District and the Underwriter agree that they will cooperate in the preparation of any such amendment or supplement. As used herein, the term "End of the Underwriting Period" means the later of such time as (a) the District delivers the Bonds to the Underwriter, or (b) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be deemed to be the Closing Date (as defined herein). Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the End of the Underwriting Period.

**Section 6. Closing.** At 8:30 A.M., California time, on \_\_\_\_\_, 2019, or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the "Closing" or "Closing Date"), the District will direct U.S. Bank National Association, as agent for the Treasurer and Tax Collector of the County, and as the paying agent (the "Paying Agent") to deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed, and shall cause the other documents hereinafter mentioned to be delivered at the offices of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") in Los Angeles, California. Upon fulfillment of all conditions to Closing herein, the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds (by wire transfer or

such other manner of payment as the Underwriter and the District shall reasonably agree upon) to the account of the District.

**Section 7. Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) The District is a school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Bonds under the laws of the State and pursuant to the Act;

(b) (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the Resolution was duly adopted at a meeting of the Board of Education, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption, and the Resolution has not been amended, modified or rescinded, (iii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Resolution, to issue and to deliver the Bonds to the Underwriter, to perform its obligations under each such document or instrument and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Resolution; (iv) the execution and delivery or adoption of and the performance by the District of the obligations represented by, the Bonds, the Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (v) this Purchase Agreement constitutes, and, when executed and delivered, the Continuing Disclosure Certificate and the Bonds will constitute, valid and legally binding obligations of the District, enforceable against the District in accordance with its terms; and (vi) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement;

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained;

(d) The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds;

(e) As of the time of acceptance hereof and as of the time of the Closing, the District is not and will not be, in any manner which would adversely affect the transactions contemplated hereby and by the Resolution, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and no event has occurred and is continuing which, with the passage of time or the giving of

notice, or both, would constitute, in any manner which would adversely affect the transactions contemplated hereby and by the Resolution, a default or event of default under any such instrument; and, as of such times, the issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Resolution, the Continuing Disclosure Certificate and the Bonds and the compliance with the provisions hereof and thereof and of the Resolution do not conflict with or constitute on the part of the District a violation of, or material default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the District) or, to the best knowledge of the District, otherwise pending or threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Resolution, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Continuing Disclosure Certificate, the Resolution or this Purchase Agreement; (iii) contesting the completeness or accuracy of the Preliminary Official Statement; or (iv) except as disclosed in the Preliminary Official Statement, in which a final adverse decision could (A) result in any material adverse impact on the financial condition of the District, (B) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate or the Resolution, (C) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (D) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes or the exemption of such interest on the Bonds from California personal income taxation;

(g) Preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the District, and the information contained therein (excluding the statements and information relating to the book entry system[, any information relating to the Insurer or the Policy] and any information provided by the Underwriter, and so identified as source thereof, for inclusion in the Official Statement) is true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation and warranty is made concerning statements and information relating to the book entry system[, any information relating to the Insurer or the Policy] or any information provided by the Underwriter, and so identified as source thereof, for inclusion in the final Official Statement;

(h) The Preliminary Official Statement was as of its date and as the date hereof, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain, and up to and including the Closing will contain, no material misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in light of the circumstances in which such statements were made, not misleading. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(i) The District agrees that if at any time before the Closing Date any event occurs as a result of which the Official Statement as then in effect would include any untrue statement of a material fact or omit to state any fact necessary to make the statements made therein not misleading in any material respect, the District shall promptly prepare an amendment or supplement that will correct such statement or omission. The District will advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and will effect such amendment or supplement in a form and manner approved by the Underwriter;

(j) The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(k) To assist the Underwriter in complying with the Rule, the District will undertake, pursuant to the Resolution and the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement;

(l) Except as disclosed in the Preliminary Official Statement and the Official Statement, in the preceding five years, the District has not failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of events required by such undertakings;

(m) Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowing as may be described in or contemplated by the Official Statement;

(n) The District agrees to take all steps required by law and by the County to ensure that the Board of Supervisors of the County annually levies a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds as and when the same become due;



(o) The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds;

(p) The audited financial statements of the District for the fiscal year ended June 30, 2018, were prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position and results of operation of the District for the period and at the date set forth therein, and there has been no material adverse change in the business, affairs, financial position, results of operations or condition, financial or otherwise, of the District since the date of such financial statements, except as otherwise disclosed in the Official Statement;

(q) The District has not received a qualified or negative certification in its most recent interim report pursuant to Section 42130 *et seq.* of the California Education Code; and

(r) Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

**Section 8. Conditions to Closing.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the Closing Date; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

(b) At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the parties hereto; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or has performed all of its obligations required under or specified in the Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, shall be pending (in which service of process has been completed against the District) or threatened (either in state or federal courts) (i) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (ii) in any

way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement, or (iii) in any way contesting the existence or powers of the District, or contesting in any way the completeness or accuracy of the Official Statement;

(d) Between the date hereof and the Closing, the market price for the Bonds, or the market for or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(2) the declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading of any underlying rating of the Bonds[, or insured rating of the Insured Bonds] or credit watch status or outlook of the District's outstanding indebtedness by a national rating agency or the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District;

(7) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by, any city, county or other political subdivision located in the United States having a population of over 1,000,000 which, in the sole and reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields) of the Bonds;

(8) any event occurring, or information becoming known which, in the sole and reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(9) a material disruption in securities settlement, payment or clearance services or the marketability of the Bonds or the market price thereof, in the sole and reasonable opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

Upon the occurrence of an event specified in this subsection (d), the Underwriter will have the right to terminate this Purchase Agreement upon written notice to the District.

(e) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) An approving opinion of Orrick, Herrington & Sutcliffe LLP as Bond Counsel, substantially in the form attached as Appendix C to the Official Statement, dated the Closing Date and addressed to the District;

(2) A reliance letter from Bond Counsel, dated the Closing Date, to the effect that the Underwriter may rely upon the approving opinion described in Section 8(e)(1) above;

(3) A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended, provided that no opinion is expressed with respect to the Policy, (ii) assuming due authorization, execution and delivery by all the parties thereto other than the District, the Continuing Disclosure Certificate and this Purchase Agreement have each been duly executed and delivered by the District and constitute valid and binding obligations of the District, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against school districts or counties in the State of California (provided that no opinion need be rendered regarding the adequacy of the Continuing Disclosure Certificate for purposes of the Rule), and (iii) statements contained in the Official Statement under the captions "THE SERIES 2019 BONDS" (excluding any and all information contained under the subheadings "- Authority for Issuance; Purpose," ["- Bond Insurance Policy,"] "- Application and Investment of Series 2019 Bond Proceeds," "- Debt Service," "- Outstanding Bonds" and "- Aggregate Debt Service") and "TAX MATTERS," excluding any material that may be treated as included under such captions by cross reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Bonds, the Resolution, and Bond Counsel's approving opinion, are accurate in all material respects;

(4) A certificate, dated the Closing Date, signed by an appropriate official of the District, to the effect that (i) such official is authorized to execute this Purchase Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the Closing Date, (iii) the District has complied with all the terms of the Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents and the Continuing Disclosure Certificate are in full force and effect, (iv) to the best of such official's knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate or this Purchase Agreement, or (C) in any way contesting the existence or powers of the District, (v) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (vi) each of the conditions listed in Section 8(e) of this Purchase Agreement has been satisfied on the date hereof and the District is not aware of any other condition

of this Purchase Agreement that has not been satisfied on the date hereof, and (vii) the Bonds being delivered on the Closing Date to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution and this Purchase Agreement;

(5) The letter of Orrick, Herrington & Sutcliffe LLP, as disclosure counsel to the District (“Disclosure Counsel”), addressed to the District and the Underwriter, dated the Closing Date, to the effect that, based on such counsel’s participation in conferences with representatives of the District, the District’s Municipal Advisor, the Underwriter, its counsel[, the Insurer] and others, during which the contents of the Official Statement and related matters were discussed, and based on such counsel’s participation in the above-mentioned conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon, on oral and written statements and representations of the District and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that, during the course of such counsel’s engagement as disclosure counsel with respect to the Bonds, no facts came to the attention of such counsel’s attorneys rendering legal services in connection with such representation with respect to the Bonds which caused such counsel to believe that the Official Statement as of its date and as of the Closing Date (except for any CUSIP numbers, financial, accounting, statistical, economic or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about DTC or its book-entry system, litigation, ratings, rating agencies, the Underwriter, underwriting, [any information about the Insurer, the Policy,] any statements about compliance with prior continuing disclosure undertakings, and Appendices [B], [E], [F], [G], [H] and [I], included or referred to therein or omitted therefrom, as to which such counsel expressly excludes from the scope of this paragraph and as to which such counsel expresses no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) the opinion of \_\_\_\_\_, as counsel to the District (“District Counsel”), addressed to the District, [the Insurer and] the Underwriter, dated the date of the Closing, to the effect that:

(i) the District is a school district validly existing under the Constitution and the laws of the State;

(ii) the Resolution approving and authorizing the issuance, execution, sale and delivery of the Bonds and the execution, delivery and performance by the District of this Purchase Agreement and the Continuing Disclosure Certificate was duly adopted at a meeting of the Board of Education, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption;

(iii) there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body, pending (in which service of process has been completed against the District) or, to the best knowledge of such counsel, threatened against the District, in any way contesting or affecting the validity of the Resolution, the Continuing Disclosure Certificate or this Purchase Agreement or contesting the powers of the District to enter into or perform its obligations under such agreements;

(iv) To the best of such firm's knowledge, the issuance of the Bonds, the execution and delivery of this Purchase Agreement and the Continuing Disclosure Certificate, and the performance by the District of its obligations under the Resolution, this Purchase Agreement and the Continuing Disclosure Certificate do not and will not conflict with or constitute on the part of the District a material breach of, or a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is subject or by which it is bound or any existing court order or consent decree to which the District is subject;

(v) this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other respective parties thereto, if any, this Purchase Agreement and the Continuing Disclosure Certificate constitute legal, valid and binding agreements of the District enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought, and by the limitations on legal remedies imposed on actions against school districts in the State; and

(vi) To the best of such firm's knowledge, the District is not in breach of or default under any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default would materially adversely affect the District's ability to enter into or perform its obligations under this Purchase Agreement or the Continuing Disclosure Certificate and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default;

(7) The Continuing Disclosure Certificate signed by an appropriate official of the District and in form and substance reasonably satisfactory to the Underwriter;

(8) A non-arbitrage certificate of the District with respect to the Bonds in form satisfactory to Bond Counsel;

(9) Evidence satisfactory to the Underwriter that any ratings described in the Official Statement are in full force and effect as of the Closing Date;

(10) A certificate, together with fully executed copies of the Resolution, of the District Clerk to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date;

(11) Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;

(12) [The Policy with respect to the Bonds insured by the Insurer;]

(13) [A certificate of the Insurer in form and substance satisfactory to Bond Counsel and the Underwriter;]

(14) [An opinion of counsel to the Insurer addressed to the District and the Underwriter in form and substance satisfactory to Bond Counsel and the Underwriter;]

(15) An opinion of Nixon Peabody LLP, Underwriter's Counsel, dated the Closing Date, addressed to the Underwriter in form and substance satisfactory to the Underwriter; and

(16) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the District and the Paying Agent with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

**Section 9. Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) the receipt by the District and the Underwriter of the opinions and certificates being delivered at the Closing by persons and entities other than the District.

**Section 10. Expenses.** (a) [The Underwriter shall pay \$ \_\_\_\_\_ in immediately available funds to the Insurer, representing the premium and fees for the Policy.] The District

shall to the extent permitted by applicable law pay all other expenses incident to the performance of its obligations hereunder from the proceeds of the Bonds and as a portion of the Purchase Price of the Bonds as provided in Section 1 hereof to U.S. Bank National Association, as costs administrator, to be used to pay costs of issuance of the Bonds, including, but not limited to the following: (i) the fees and disbursements of Bond Counsel and Disclosure Counsel, and any other consultants to the District, including the District's Municipal Advisor; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fee for the Bond rating(s), including all necessary expenses for travel relating to such ratings; (iv) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (v) the initial fees of the Paying Agent and related fees and expenses; and (vi) all other fees and expenses incident to the issuance and sale of the Bonds, including expenses incurred on behalf of the District's employees for food, lodging or travel.

(b) All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP Bureau registration fees, fee of Underwriter's Counsel, the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review, expenses for food, lodging or travel (except in connection with securing a rating on or sale of the Bonds), and other expenses (except as provided above) shall be paid by the Underwriter from the expense component of the underwriting discount.

(c) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred in connection with the issuance of the Bonds. Notwithstanding that the California Debt and Investment Advisory Commission fee is the legal obligation of the Underwriter, the District agrees to reimburse the Underwriter for such fee.

**Section 11. Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Rialto Unified School District at 182 E. Walnut Avenue, Rialto, California 92376, Attention: Associate Superintendent, Business Services, or if to the Underwriter, to Citigroup Global Markets Inc., [388 Greenwich Street, Trading - 6<sup>th</sup> Floor, New York, NY 10013, Attention: \_\_\_\_\_.]

**Section 12. Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13. Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.



**Section 14. Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

**Section 15. Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**CITIGROUP GLOBAL MARKETS INC.**

By: \_\_\_\_\_  
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

**RIALTO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

**EXHIBIT A**

**MATURITY SCHEDULE**

\$ \_\_\_\_\_  
**RIALTO UNIFIED SCHOOL DISTRICT**  
**(COUNTY OF SAN BERNARDINO, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES 2019**

\$ \_\_\_\_\_ **Current Interest Bonds**

\$ \_\_\_\_\_ **Serial Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied*</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The- Offering Price Rule</u>
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\$ \_\_\_\_\_ % **Term Bonds due August 1, 20\_\_ - Price \_\_\_% [10% Test Satisfied\*][10% Test Not  
Satisfied][Subject to Hold-The-Offering Price Rule]**

\$ \_\_\_\_\_ **Capital Appreciation Bonds**

<u>Maturity (August 1)</u>	<u>Denominational Amount</u>	<u>Accretion Rate</u>	<u>Maturity Value</u>	<u>Reoffering Yield</u>	<u>Price</u>	<u>10% Test Satisfied*</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The- Offering Price Rule</u>
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\*At the time of the execution of this Purchase Agreement and assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement.

<sup>c</sup> Yield to call at par and priced to call at par on \_\_\_\_\_, 20\_\_.

<sup>\*</sup> Yield to call at par and priced to call at par on \_\_\_\_\_, 20\_\_.

[<sup>†</sup>Insured by Build America Mutual Assurance Company.]

**TERMS OF REDEMPTION**

**Optional Redemption.** The Bonds issued as Current Interest Bonds maturing on or before August 1, 20\_\_, are not subject to optional redemption prior to their respective stated maturity dates. The Current Interest Bonds maturing on or after August 1, 20\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after February 1, 20\_\_, at a redemption price equal to the principal amount of the Current Interest Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Bonds issued as Capital Appreciation Bonds maturing on and after August 1, 20\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after February 1, 20\_\_, at a redemption price equal to the principal amount of the Capital Appreciation Bonds called for redemption plus accreted interest thereon to the date of redemption, without premium.

**Mandatory Sinking Fund Redemption.** The \$\_\_\_\_\_ term Bonds issued as Current Interest Bonds maturing on August 1, 20\_\_, are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed
†	\$

† Maturity.

The principal amount of the \$\_\_\_\_\_ term Bonds maturing on August 1, 20\_\_, to be redeemed in each year shown above will be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of such term Bonds issued as Current Interest Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

## EXHIBIT B

### CERTIFICATE OF THE UNDERWRITER

The undersigned, Citigroup Global Markets Inc. (the "Underwriter"), having acted as the Underwriter in connection with the sale and issuance by Rialto Unified School District (the "Issuer") of \$\_\_\_\_\_ aggregate initial principal amount of Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019 (the "Bonds"), being issued on the date hereof, hereby certifies and represents the following:

#### Issue Price.

#### **[NOT USING HOLD THE PRICE]**

1. **[10% OF EACH MATURITY SOLD BY CLOSING]** As of the date hereof, the first price or yield at which at least 10% of each Maturity of the Bonds was sold by the Underwriter to the Public was the [Initial Offering Price/OR IF ACTUAL SALES AT OTHER THAN IOP price or yield set forth on Schedule 1 hereto.]

#### **[USING HOLD THE PRICE]**

1. As of [SALE DATE], 2019 (the "Sale Date"), all of the Bonds were the subject of a bona fide offering to the Public at the Initial Offering Price.

[2. **[USING HOLD THE PRICE FOR A PORTION OF THE ISSUE]** As of the date hereof, other than the Bonds listed on Exhibit A to the Bond Purchase Agreement, dated [SALE DATE], 2019, by and between the Underwriter and the Issuer, as Subject-to-Hold-The-Offering-Price Rule (the "Undersold Maturities"), the first price or yield at which at least 10% of each Maturity of the Bonds was sold by the Underwriter to the Public was the respective [Initial Offering Price OR IF ACTUAL SALES AT OTHER THAN IOP price set forth on Schedule 1 hereto]. Attached hereto as Schedule 2 is a copy of the final pricing wire for each Undersold Maturity or an equivalent communication. With respect to the Undersold Maturities, as agreed to in writing by the Underwriter in the Purchase Agreement between the Issuer and the Underwriter dated [SALE DATE], 2019, the Underwriter has not offered or sold any unsold Bonds of the Undersold Maturities to any person at a price higher than or a yield lower than the respective Initial Offering Price for a period of time starting on the Sale Date and ending on the earlier of (a) the date on which 10% of the respective Undersold Maturity was sold at one or more prices no higher than or yields no lower than the Initial Offering Price by the Underwriter or (b) the close of the fifth business day following the Sale Date.

2. **[USING HOLD THE PRICE FOR 100% OF THE ISSUE]**. As agreed to in writing by the Underwriter in the Purchase Agreement between the Issuer and the Underwriter dated [SALE DATE], 2019, the Underwriter has not offered or sold any unsold Bond to any person at a price higher than or a yield lower than the respective Initial Offering Price for a period of time starting on the Sale Date and ending on the earlier of (a) the date on which 10% of the respective Undersold Maturity was sold at one or more prices no higher than or yields no lower than the Initial Offering Price by the Underwriter or (b) the close of the fifth business day

following the Sale Date. Attached hereto as Schedule 1 is a copy of the final pricing wire for the Bonds or an equivalent communication.]

[ADD SECTION ON QUALIFIED GUARANTEE IF APPLICABLE]

## 2. Defined Terms.

(a) "Initial Offering Price" means the prices or yields set forth on the inside cover page of the Issuer's Official Statement in respect of such Bonds dated \_\_\_\_\_, 2019.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(d) "Related Party" means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

**SCHEDULE 1  
ISSUE PRICES**

**[IF USING ACTUAL SALES AND THE IOP IS NOT THE ISSUE PRICE FOR EACH MATURITY]**

**First Price of At Least 10% (ONLY APPLICABLE IF PRICE IS NOT THE IOP)**

**Undersold Maturities**

**[IF USING HOLD THE PRICE FOR A PORTION]**

**First Price of At Least 10% (Only Applicable if Not IOP)**

**Initial Offering Prices of Undersold Maturities**

## **CONTINUING DISCLOSURE CERTIFICATE**

**THIS CONTINUING DISCLOSURE CERTIFICATE** (this “Disclosure Certificate”) is executed and delivered by the Rialto Unified School District (the “District”) in connection with the issuance of \$ \_\_\_\_\_ aggregate initial principal amount of Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019 (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted by the Board of Education of the District on August 28, 2019 (the “District Resolution”). The District covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

**Section 2. Definitions.** In addition to the definitions set forth in the District Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

“Beneficial Owner” means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“County” means the County of San Bernardino.

“Dissemination Agent” means KNN Public Finance, LLC, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

“Financial Obligation” means (a) a debt obligation of the District, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the District, or (c) a guarantee of (i) a debt obligation of the District, or (ii) a derivative instrument described in clause (b), above; provided, however, that the term “Financial Obligation” shall not include “municipal securities” (as such term is defined in the Securities Exchange Act of 1934, as amended) as to which a “final official statement” (as such term is defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Holder” means the person in whose name any Bond shall be registered.

“Listed Events” means any of the events listed in Section 5(a) or (b) hereof.

“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange

Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” means the Official Statement, dated \_\_\_\_\_, 2019 (including all exhibits or appendices thereto), relating to the offer and sale of Bonds.

“Participating Underwriter” means the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Section 3. Provision of Annual Reports.** (a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District’s fiscal year (which due date shall be April 1 of each year, so long as the District’s fiscal year ends on June 30), commencing with the report for the 2018-2019 Fiscal Year (which is due not later than April 1, 2020), provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 hereof. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 4 hereof; provided, however, that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall, or shall cause the Dissemination Agent to, give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Bonds by name and CUSIP number.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the District shall, in a timely manner, send or cause to be sent to the MSRB, a notice in substantially the form attached as Exhibit A.

(c) If a Dissemination Agent has been engaged by the District and is acting as such hereunder, not later than 15 business days prior to the date specified in subsection (a) for the providing of the Annual Report to the MSRB, the District shall provide the Annual Report to the Dissemination Agent. If by such date, the Dissemination Agent has not received the Annual Report, the Dissemination Agent shall contact the District to remind the District of its compliance obligations under subsection (a). If the Dissemination Agent is unable to provide to the MSRB an Annual Report (or verify that an Annual Report has been provided to the MSRB by the District) by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send or cause to be sent to the MSRB, a notice in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) provide any Annual Report received by it to the MSRB as provided herein; and



- (ii) file a report with the District certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

**Section 4. Content of Annual Reports.** The District's Annual Report shall contain or include by reference the following:

(a) Audited financial statements of the District for the preceding fiscal year, prepared in accordance with the laws of the State of California and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the District's audited financial statements are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the District, the Annual Report shall also include the following:

- (i) The adopted budget of the District for the then current fiscal year.
- (ii) The District's average daily attendance for the last completed fiscal year.
- (iii) The District's outstanding debt.
- (iv) Information regarding total assessed valuation of taxable properties within the District, if and to the extent provided to the District by the County.
- (v) Information regarding twenty taxpayers with the greatest combined ownership of taxable property in the District, if and to the extent provided to the District by the County.
- (vi) Information regarding total secured tax charges and delinquencies on taxable properties within the District, if and to the extent provided to the District by the County.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been made available to the public on the MSRB's website. The District shall clearly identify each such other document so included by reference.

**Section 5. Reporting of Listed Events.** (a) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner, not later than ten business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;

- (ii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) substitution of credit or liquidity providers or their failure to perform;
- (v) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) tender offers;
- (vii) defeasances;
- (viii) rating changes;
- (ix) bankruptcy, insolvency, receivership or similar event of the obligated person; or
- (x) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

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

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner, not later than ten business days after the occurrence of the event:

- (i) unless described in paragraph (v) of subsection (a) of this section, other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) modifications to rights of Bond Holders;

- (iii) optional, unscheduled or contingent Bond calls;
- (iv) release, substitution, or sale of property securing repayment of the Bonds;
- (v) non-payment related defaults;
- (vi) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (vii) appointment of a successor or additional paying agent or the change of name of a paying agent; or
- (viii) incurrence of a Financial Obligation, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation, any of which affect holders of the Bonds.

(c) If a Listed Event described in Section 5(b) hereof occurs, the District shall determine if such event would be material under applicable federal securities laws.

(d) If a Listed Event described in Section 5(a) hereof occurs, or if a Listed Event described in Section 5(b) hereof occurs that the District determines would be material under applicable federal securities laws, the District shall in a timely manner, not later than ten business days of occurrence of the Listed Event, file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in paragraph (iii) of subsection (b) of this section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the District Resolution.

**Section 6. Format for Filings with MSRB.** Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

**Section 7. Termination of Reporting Obligation.** The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in a filing with the MSRB.

**Section 8. Dissemination Agent.** The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Cooperative Strategies, LLC.

**Section 9. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 3(a) hereof, Section 4 hereof, or Section 5(a) or (b) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

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

(c) the proposed amendment or waiver either (i) is approved by the Holders in the same manner as provided in the District Resolution for amendments to the District Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 10. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

**Section 11. Default.** In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate; provided, that any such action may be instituted only in Superior Court of

the State of California in and for the County or in U.S. District Court in or nearest to the County. A default under this Disclosure Certificate shall not be deemed an event of default under the District Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

**Section 12. Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 13. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: \_\_\_\_\_, 2019

**RIALTO UNIFIED SCHOOL  
DISTRICT**

By: \_\_\_\_\_

**ACCEPTED AND AGREED TO:**

**KNN PUBLIC FINANCE, LLC  
AS DISSEMINATION AGENT**

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

**NOTICE TO THE MUNICIPAL SECURITIES RULEMAKING BOARD  
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: **RIALTO UNIFIED SCHOOL DISTRICT**  
Name of Issue: **Rialto Unified School District (County of San Bernardino,  
California) General Obligation Bonds, Election of 2010, Series 2019**  
Date of Issuance: \_\_\_\_\_, 2019

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate of the District, dated \_\_\_\_\_, 2019. [The District anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

**[RIALTO UNIFIED SCHOOL  
DISTRICT/DISSEMINATION AGENT]**

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2019**

**NEW ISSUE — BOOK-ENTRY ONLY**

Ratings: [ ] (Insured Bonds): “[ ]”  
Moody’s [(Underlying)]: “[ ]”  
(See “MISCELLANEOUS — Ratings” herein.)

*[In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2019 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2019 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2019 Bonds. See “TAX MATTERS” herein.]*

\$[ ]\*

**RIALTO UNIFIED SCHOOL DISTRICT  
(COUNTY OF SAN BERNARDINO, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES 2019D**

**Dated:** Date of Delivery

**Due:** August 1, as shown herein

*This cover page is not a summary of this Issue; it is only a reference to the information contained in this Official Statement. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.*

The Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019D (the “Series 2019 Bonds”) are issued by the Rialto Unified School District (the “District”), located in the County of San Bernardino, California (the “County”), to finance specific construction, repair and improvement projects approved by the voters of the District, and to pay the costs of issuance of the Series 2019 Bonds, as further described herein. The Series 2019 Bonds were authorized at an election of the voters of the District held on November 2, 2010, at which at least 55% of the voters authorized the issuance and sale of \$98,000,000 principal amount of bonds of the District. The Series 2019 Bonds are being issued under the laws of the State of California (the “State”) and pursuant to a resolution of the Board of Education of the District, adopted on August 28, 2019.

The Series 2019 Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law. The Board of Supervisors of the County is empowered and obligated to levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of principal, accreted value or maturity value of and interest on the Series 2019 Bonds, all as more fully described herein. See “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2019 BONDS” herein.

The Series 2019 Bonds will be issued as current interest bonds (the “Current Interest Bonds”) and capital appreciation bonds (the “Capital Appreciation Bonds”), all as set forth on the inside front cover hereof. Interest on the Current Interest Bonds is payable on each February 1 and August 1 to maturity, commencing February 1, 2020. Principal of the Current Interest Bonds is payable on August 1 in each of the years and in the amounts set forth on the inside front cover hereof.

The Series 2019 Bonds issued as Capital Appreciation Bonds will not pay interest on a current, periodic basis but will accrete in value to their maturity value payable only at maturity on August 1 in each of the years and in the amounts set forth on the inside front cover hereof. Interest on the Capital Appreciation Bonds will be compounded on each February 1 and August 1 to maturity, commencing February 1, 2020.

The Series 2019 Bonds will be issued in denominations of \$5,000 principal amount or maturity value, as applicable, or any integral multiple thereof as shown on the inside front cover hereof.

The scheduled payment of principal, accreted value or maturity value of and interest as and when due on the Series 2019 Bonds maturing on August 1 of the years 20\_\_ through 20\_\_, inclusive (the “Insured Bonds”), as indicated on the inside cover page, and only those maturities, will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds by BUILD AMERICA MUTUAL ASSURANCE COMPANY.

[Insert BAM logo.]

The Series 2019 Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2019 Bonds. Individual purchases of the Series 2019 Bonds will be made in book-entry form only. Purchasers will not receive physical delivery of the Series 2019 Bonds purchased by them. See “THE SERIES 2019 BONDS – Form and Registration” herein. Payments of the principal, accreted value or maturity value of and interest on the Series 2019 Bonds will be made by U.S. Bank National Association, as paying agent, registrar and transfer agent with respect to the Series 2019 Bonds, to DTC for subsequent disbursement to DTC Participants, who will remit such payments to the beneficial owners of the Series 2019 Bonds. See “THE SERIES 2019 BONDS – Payment of Principal and Interest” herein.

The Series 2019D Bonds are subject to redemption prior to maturity as described herein. See “THE SERIES 2019 BONDS — Redemption” herein.

\* Preliminary; subject to change.

*The Series 2019 Bonds will be offered when, as and if issued by the District and received by the Underwriter, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Bond Counsel to the District. Certain legal matters will be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, as Disclosure Counsel to the District; and for the District by its counsel, [\_\_\_\_\_]. Certain legal matters will be passed upon for the Underwriter by its counsel, Nixon Peabody LLP, Los Angeles, California. It is anticipated that the Series 2019 Bonds, in definitive form, will be available for delivery through the facilities of DTC on or about \_\_\_\_\_, 2019.*

**Citigroup Global Markets, Inc.**

Dated: \_\_\_\_\_, 2019



**MATURITY SCHEDULE\***  
**BASE CUSIP†: 762494**

\$[ ]  
**RIALTO UNIFIED SCHOOL DISTRICT**  
 (County of San Bernardino, California)  
**General Obligation Bonds, Election of 2010, Series 2019**

\$ \_\_\_\_\_ **Current Interest Bonds**

\$ \_\_\_\_\_ **Serial Current Interest Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP Number†</u>
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\$ \_\_\_\_\_ % Term Current Interest Bonds due August 1, 20\_\_ - Yield \_\_\_\_\_ % CUSIP Number† - \_\_\_\_\_

\$ \_\_\_\_\_ **Capital Appreciation Bonds**

\$ \_\_\_\_\_ **Serial Capital Appreciation Bonds**

<u>Maturity (August 1)</u>	<u>Initial Principal Amount</u>	<u>Accretion Rate</u>	<u>Reoffering Yield</u>	<u>Maturity Value</u>	<u>CUSIP Number†</u>
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\$ \_\_\_\_\_ Initial Principal Amount of Term Capital Appreciation Bonds due August 1, 20\_\_  
 \_\_\_\_\_ % Accretion Rate - \$ \_\_\_\_\_ Maturity Value - Reoffering Yield \_\_\_\_\_ % CUSIP Number† - \_\_\_\_\_

\* Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright© 2019 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

**RIALTO UNIFIED SCHOOL DISTRICT  
(COUNTY OF SAN BERNARDINO, CALIFORNIA)**

**BOARD OF EDUCATION**

Edgar Montes, *President*  
Nancy G. O'Kelley, *Vice President*  
Dina Walker, *Clerk*  
Joseph Ayala, *Member*  
Joseph W. Martinez, *Member*

**DISTRICT ADMINISTRATORS**

Dr. Cuauhtémoc Avila, Ed.D. *Superintendent*  
Darren McDuffie, Ed.D. *Lead Strategic Agent: Strategic, Congruence & Social Justice*  
Mohammad Z. Islam, *Associate Superintendent, Business Services*  
Kelley Bruce, *Lead Innovation Agent, Education Services*

**PROFESSIONAL SERVICES**

**Program Funding Manager/Municipal Advisor**

California Financial Services  
*Ladera Ranch, California*

**District Counsel**

Fagen, Friedman & Fulfroft, LLP  
*Corona, California*

**Bond Counsel and Disclosure Counsel**

Orrick, Herrington & Sutcliffe LLP  
*Los Angeles, California*

**Paying Agent, Registrar and Transfer Agent**

U.S. Bank National Association  
*Los Angeles, California*

**This Official Statement does not constitute an offering of any security other than the original offering of the Series 2019 Bonds by the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.**

The Series 2019 Bonds are exempt from registration under the Securities Act of 1933, as amended, pursuant to Section 3(a)2 thereof. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy Series 2019 Bonds in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The information set forth herein other than that furnished by the District, although obtained from sources which are believed to be reliable, is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Series 2019 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Build America Mutual Assurance Company ("BAM") makes no representation regarding the Series 2019 Bonds or the advisability of investing in the Series 2019 Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE FOR INSURED BONDS" and APPENDIX H – "SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget," "intend" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when their expectations, or events, conditions or circumstances on which such statements are based, occur.

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2019 Bonds.

In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market prices of the Series 2019 Bonds at levels above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Series 2019 Bonds to certain securities dealers and dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside front cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

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**RIALTO UNIFIED SCHOOL DISTRICT  
(COUNTY OF SAN BERNARDINO, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES 2019**

*This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2019 Bonds to potential investors is made only by means of the entire Official Statement.*

**INTRODUCTION**

**General**

This Official Statement, which includes the cover page and appendices hereto, is provided to furnish information in connection with the sale of §[ ]\* aggregate initial principal amount of Rialto Unified School District (County of San Bernardino, California) General Obligation Bonds, Election of 2010, Series 2019 (the "Series 2019 Bonds"), consisting of current interest bonds ("Current Interest Bonds") and capital appreciation bonds ("Capital Appreciation Bonds"), all as indicated on the inside front cover hereof, to be offered by the Rialto Unified School District (the "District").

This Official Statement speaks only as of its date, and the information contained herein is subject to change. The District has no obligation to update the information in this Official Statement, except as required by the Continuing Disclosure Certificate to be executed by the District. See "OTHER LEGAL MATTERS – Continuing Disclosure."

The purpose of this Official Statement is to supply information to prospective buyers of the Series 2019 Bonds. Quotations from and summaries and explanations of the Series 2019 Bonds, the Resolution of the Board of Education of the District providing for the issuance of the Series 2019 Bonds, and the constitutional provisions, statutes and other documents described herein, do not purport to be complete, and reference is hereby made to said documents, constitutional provisions and statutes for the complete provisions thereof.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or owners of any of the Series 2019 Bonds.

Copies of documents referred to herein and information concerning the Series 2019 Bonds are available from the District by contacting: Rialto Unified School District, 182 East Walnut Avenue, Rialto, California 92376, Attention: Associate Superintendent, Business Services. The District may impose a charge for copying, handling and mailing such requested documents.

**The District**

The District was founded in 1891 and has operated as a unified school district since 1964. The District provides preschool, elementary and secondary educational services to residents of an area of the County of San Bernardino (the "County") encompassing approximately 55 square miles that includes the

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\* Preliminary; subject to change.

City of Rialto, the western portion of the City of San Bernardino, small segments of the cities of Colton and Fontana and some unincorporated County territory.

The District currently operates 19 elementary schools, five middle schools, three comprehensive high schools, one continuation high school, one alternative high school, one adult school, and a preschool and infant program. The District budgets that total K-12 enrollment for fiscal year 2019-20 will be [ ] students.

For additional information about the District, see APPENDIX A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET” and APPENDIX B – “FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018.”

## THE SERIES 2019 BONDS

### Authority for Issuance; Purpose

The Series 2019 Bonds are issued under the provisions of California Government Code Section 53506 *et seq.*, including Section 53508.7 thereof, California Education Code Section 15140, Article XIII A of the California Constitution and pursuant to a resolution adopted by the Board of Education of the District on August 28, 2019 (the “Resolution”).

At an election held on November 2, 2010, the District received authorization under Measure Y to issue bonds of the District in an aggregate principal amount not to exceed \$98,000,000 to acquire, construct and improve classrooms and support facilities, provide career and technical classrooms, including science labs, to enhance preparation for college and careers, replace portable facilities with permanent classrooms, and increase student access to modern technology (the “2010 Authorization”). The measure required approval by at least 55% of the votes cast by eligible voters within the District and received an approval vote of approximately 69.52%.

The Series 2019 Bonds represent the fourth and final series of the authorized bonds to be issued under the 2010 Authorization and are being issued to finance the projects authorized under the 2010 Authorization. See “–Application and Investment of Series 2019 Bond Proceeds” below.

### Bond Insurance Policy

Concurrently with the issuance of the Series 2019 Bonds, Build America Mutual Assurance Company (“BAM”) will issue its Municipal Bond Insurance Policy (the “Policy”) for the Series 2019 Bonds maturing on August 1 in the years 20\_\_ through 20\_\_, inclusive (collectively, the “Insured Bonds”). The Policy guarantees the scheduled payment of principal, accreted value or maturity value of and interest on the Insured Bonds when due as set forth in the form of the Policy included as Appendix H to this Official Statement. See “BOND INSURANCE FOR INSURED BONDS.”

### Form and Registration

The Series 2019 Bonds will be issued in fully registered form only, without coupons, in denominations of \$5,000 principal amount or maturity value, as applicable, or integral multiples thereof. The Series 2019 Bonds will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository of the Series 2019 Bonds. Purchases of Series 2019 Bonds under the DTC book-entry system must be made by or through a DTC participant, and ownership interests in Series 2019 Bonds will be recorded as entries on

the books of said participants. Except in the event that use of this book-entry system is discontinued for the Series 2019 Bonds, beneficial owners (“Beneficial Owners”) will not receive physical certificates representing their ownership interests. See APPENDIX F – “BOOK-ENTRY ONLY SYSTEM.”

### **Payment of Principal and Interest**

The Series 2019 Bonds will be issued as Current Interest Bonds and Capital Appreciation Bonds, all as set forth on the inside front cover page hereof.

***Interest; Current Interest Bonds.*** The Series 2019 Bonds issued as Current Interest Bonds will be dated as of their date of delivery, and bear interest at the rates set forth on the inside front cover page of this Official Statement, payable on February 1 and August 1 of each year (each, an “Interest Date”), commencing on February 1, 2020, computed on the basis of a 360-day year consisting of twelve 30-day months. Each Current Interest Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on the 15th day of the calendar month immediately preceding an Interest Date (the “Record Date”) and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Current Interest Bond, interest is in default on any outstanding Current Interest Bonds, such Current Interest Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Current Interest Bonds.

***Interest; Capital Appreciation Bonds.*** The Series 2019 Bonds issued as Capital Appreciation Bonds will be dated as of their date of delivery. The Capital Appreciation Bonds will not bear interest on a current, periodic basis; instead, each Capital Appreciation Bond will accrete in value daily over the term to its maturity (on the basis of a 360-day year of twelve 30-day months), from its initial principal amount on the date of issuance thereof to its stated maturity value at maturity thereof (“Maturity Value”), as stated on the inside front cover page of this Official Statement, on the basis of a constant interest rate compounded semiannually on each Interest Date (with straight-line interpolations between Interest Dates), commencing February 1, 2020.

***Accreted Values.*** The rate of interest at which a Capital Appreciation Bond’s Maturity Value is discounted to its initial principal amount is known as the “Accretion Rate,” and is stated on the inside front cover hereof. For any Capital Appreciation Bond, the value of principal plus accrued interest on any given Interest Date prior to maturity may be calculated by discounting the Maturity Value of the Capital Appreciation Bond from its maturity date to that Interest Date at a discount rate equal to the Accretion Rate, assuming a year of 360 days comprising twelve 30-day months. The imputed value on any other date may be calculated on the basis of a straight-line interpolation between the values calculated for the Interest Dates immediately preceding and following the date in question.

The Underwriter has prepared the Table of Accreted Values shown in Appendix G hereto, in order to provide the value per \$5,000 of Maturity Value for each Capital Appreciation Bond on each Interest Date prior to maturity.

***Payment of Series 2019 Bonds.*** The principal, accreted value or Maturity Value of the Series 2019 Bonds is payable in lawful money of the United States of America upon the surrender thereof at the principal corporate trust office of U.S. Bank National Association, as paying agent (the “Paying Agent”), at the maturity thereof or upon redemption prior to maturity.



Interest on the Current Interest Bonds is payable in lawful money of the United States of America by check mailed on each Interest Date (if a business day, or on the next business day if the Interest Date does not fall on a business day) to the registered owner thereof (the "Owner") at such Owner's address as it appears on the bond registration books kept by the Paying Agent or at such address as the Owner may have filed with the Paying Agent for that purpose, except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Current Interest Bonds who shall have requested in writing such method of payment of interest prior to the close of business on a Record Date. So long as the Series 2019 Bonds are held by Cede & Co., as nominee of DTC, payment shall be made by wire transfer. See APPENDIX F – "BOOK-ENTRY ONLY SYSTEM."

**Redemption\***

**Optional Redemption.** The Series 2019 Bonds issued as Current Interest Bonds maturing on or before August 1, 20\_\_, are not subject to optional redemption prior to their respective stated maturity dates. The Series 2019 Bonds issued as Current Interest Bonds maturing on or after August 1, 20\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after February 1, 20\_\_, at a redemption price equal to the principal amount of the Current Interest Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Series 2019 Bonds issued as Capital Appreciation Bonds maturing on and after August 1, 20\_\_, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after February 1, 20\_\_, at a redemption price equal to the principal amount of the Capital Appreciation Bonds called for redemption plus accreted interest thereon to the date of redemption, without premium.

**Mandatory Sinking Fund Redemption.** The \$\_\_\_\_\_ term Series 2019 Bonds issued as Current Interest Bonds maturing on August 1, 20\_\_, are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed
_____	\$

†

† Maturity.

The principal amount of the \$\_\_\_\_\_ term Series 2019 Bonds maturing on August 1, 20\_\_, to be redeemed in each year shown above will be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of such term Series 2019 Bonds issued as Current Interest Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

\* Preliminary; subject to change.

***Selection of Series 2019 Bonds for Redemption.*** If less than all of the Series 2019 Bonds are called for redemption, the Series 2019 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District. Whenever less than all of the outstanding Series 2019 Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Series 2019 Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series 2019 Bond shall be deemed to consist of individual Series 2019 Bonds of denominations of \$5,000 principal amount or Maturity Value, as applicable, each, which may be separately redeemed.

***Notice of Redemption.*** Notice of redemption of any Series 2019 Bond will be given by the Paying Agent not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the bond registration books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate with respect to the Series 2019 Bonds. See APPENDIX D – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

Each notice of redemption will contain the following information: (i) the date of such notice; (ii) the name of the Series 2019 Bonds and the date of issue of the Series 2019 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Series 2019 Bonds to be redeemed; (vi) if less than all of the Series 2019 Bonds of any maturity are to be redeemed, the distinctive numbers of the Series 2019 Bonds of each maturity to be redeemed; (vii) in the case of Series 2019 Bonds redeemed in part only, the respective portions of the principal amount of the Series 2019 Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series 2019 Bonds to be redeemed; (ix) a statement that such Series 2019 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series 2019 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. The actual receipt by the Owner of any Series 2019 Bond or by any securities depository or information service of notice of redemption shall not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, shall not affect the validity of the proceedings for the redemption of such Series 2019 Bonds or the cessation of interest on the date fixed for redemption.

***Effect of Notice of Redemption.*** When notice of redemption has been given substantially as described above and when the redemption price of the Series 2019 Bonds called for redemption is set aside, the Series 2019 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series 2019 Bonds at the place specified in the notice of redemption, such Series 2019 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series 2019 Bonds so called for redemption after such redemption date shall look for the payment of such Series 2019 Bonds and the redemption premium thereon, if any, only to moneys on deposit for the purpose in the interest and sinking fund of the District within the County treasury (the “Interest and Sinking Fund”) or the trust fund established for such purpose. All Series 2019 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

***Right to Rescind Notice.*** The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series 2019 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Interest and Sinking Fund of the District or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series

2019 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series 2019 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

**Defeasance of Series 2019 Bonds**

The District may pay and discharge any or all of the Series 2019 Bonds by depositing in trust with the Paying Agent or an escrow agent at or before maturity, money or non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal, accreted value or Maturity Value of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available moneys then on deposit in the Interest and Sinking Fund of the District, be fully sufficient to pay and discharge the indebtedness on such Series 2019 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

**Unclaimed Moneys**

Any money held in any fund or by the Paying Agent in trust for the payment of the principal or accreted value of, redemption premium, if any, or interest on the Series 2019 Bonds and remaining unclaimed for two years after the principal or accreted value of all Series 2019 Bonds has become due and payable (whether by maturity or upon prior redemption) is required to be transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys is required to be transferred to the general fund of the District as provided and permitted by law.

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**Application and Investment of Series 2019 Bond Proceeds**

The proceeds of the Series 2019 Bonds are expected to be applied as follows:

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
General Obligation Bonds, Election of 2010, Series 2019**

**Estimated Sources and Uses of Funds**

Sources of Funds:

Aggregate Initial Principal Amount	\$
[Plus/Less] [Net] Original Issue	
[Premium/Discount]	
<b>Total Sources of Funds</b>	<b>\$</b>

Uses of Funds:

Deposit to Building Fund	\$
Deposit to Interest and Sinking Fund <sup>(1)</sup>	
Costs of Issuance <sup>(2)</sup>	
<b>Total Uses of Funds</b>	<b>\$</b>

<sup>(1)</sup> Consists of premium received by the District.

<sup>(2)</sup> Includes bond counsel fees, disclosure counsel fees, municipal advisor fees, District counsel fees, Underwriter's discount, rating agency fees, bond insurance premium, printing fees and other miscellaneous expenses the Underwriter has contracted to pay.

Under California law, all money received by or apportioned to a school district must generally be paid into and held in the County treasury. The proceeds from the sale of the Series 2019 Bonds less amounts necessary to pay costs of issuance will be deposited in the County treasury to the credit of the building fund of the District (the "Building Fund") and shall be accounted for together with the proceeds of other bonds of the District separately from all other District and County funds. Such proceeds shall be applied solely for the purposes for which the Series 2019 Bonds were authorized. Any premium or accrued interest on the Series 2019 Bonds received by the District will be deposited in the Interest and Sinking Fund of the District in the County treasury. Interest and earnings on each fund will accrue to that fund. All funds held by the County Treasurer-Tax Collector (the "County Treasurer") in the Building Fund and the Interest and Sinking Fund are expected to be invested at the sole discretion of the County Treasurer on behalf of the District in such investments as are authorized by Section 53601 and following of the California Government Code and the investment policy of the County, as either may be amended or supplemented from time to time. See APPENDIX E - "SUMMARY OF COUNTY OF SAN BERNARDINO INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF BOND POOL" for a description of the permitted investments under the investment policy of the County.

In addition, to the extent permitted by law and the investment policy of the County, the District may request in writing that all or any portion of the funds held in the Building Fund may be invested in investment agreements, including guaranteed investment contracts, float contracts or other investment products which comply with the requirements of each rating agency then rating the Series 2019 Bonds. The County Treasurer does not monitor such investments for arbitrage compliance and does not perform any arbitrage calculations with respect to such investments.

**Debt Service**

Debt service on the Series 2019 Bonds, assuming no early redemptions, is as set forth in the following table.

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
General Obligation Bonds, Election of 2010, Series 2019**

Period Ending August 1	Current Interest Bonds		Capital Appreciation Bonds		Total Debt Service
	Principal	Interest	Principal	Interest Paid at Maturity	
2019	\$	\$	\$	\$	\$
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
<b>Total:</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

**Outstanding Bonds**

In addition to the Series 2019 Bonds, the District has five series of general obligation bonds outstanding, each of which is secured by *ad valorem* taxes levied upon all property subject to taxation by the District on a parity with the Series 2019 Bonds.

**1999 Authorization.** At an election held on September 14, 1999, the District received authorization to issue bonds of the District in an aggregate principal amount not to exceed \$60,000,000 to finance specific construction and modernization projects approved by the voters (the "1999 Authorization"). On June 6, 2000, the District issued its Election of 1999 General Obligation Bonds, Series A (the "Series 2000A Bonds"), in the aggregate principal amount of \$19,995,038.25, as the first series of bonds to be issued under the 1999 Authorization. On February 4, 2003, the District issued its

General Obligation Bonds, Election of 1999, Series B (the "Series 2003B Bonds"), in the aggregate principal amount of \$20,000,000, as the second series of bonds to be issued under the 1999 Authorization. On May 19, 2004, the District issued its General Obligation Bonds, Election of 1999, Series C (the "Series 2004C Bonds"), in the aggregate principal amount of \$20,000,000, as the third and final series of bonds to be issued under the 1999 Authorization. On June 5, 2012, the District issued its General Obligation Refunding Bonds, Series 2012 (the "Series 2012 Refunding Bonds"), in the aggregate principal amount of \$29,865,000, to refund a portion of the series 2003B Bonds and a portion of the Series 2004C Bonds.

**2010 Authorization.** On March 17, 2011, the District issued its General Obligation Bonds, Election of 2010, Series 2011A (the "Series 2011A Bonds"), in the aggregate initial principal amount of \$26,932,186.85, and its General Obligation Bonds, Election of 2010, Series 2011B (Federally Taxable/Qualified School Construction Bonds) (the "Series 2011B Bonds"), in the aggregate principal amount of \$9,695,000, as its first and second series of bonds to be issued under the 2010 Authorization. The Series 2011A Bonds and the Series 2011B Bonds were issued to finance and refinance projects authorized under the 2010 Authorization.

A portion of the Series 2011B Bonds were issued as "qualified school construction bonds" under the provisions of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), and the District expects to receive a cash subsidy payment from the United States Treasury (the "Treasury") equal to a portion of the interest due on each interest payment date on such Series 2011B Bonds. The subsidy does not constitute a full faith and credit guarantee of the United States with respect to such Series 2011B Bonds, but, assuming the District satisfies the requirements of the Internal Revenue Code of 1986, is required to be paid by the Treasury under the Recovery Act. Any subsidy payments received by the District are required to be deposited into the Interest and Sinking Fund of the District within the County treasury. The Board of Supervisors of County is empowered and obligated to levy *ad valorem* taxes upon all property subject to taxation by the District for the payment of principal of and interest on the Series 2011B Bonds whether or not such subsidy payments are received and deposited in the Interest and Sinking Fund. As a result, the levy of *ad valorem* property taxes will only take into account amounts actually received from the Treasury and deposited in the Interest and Sinking Fund. The District makes no assurances about the effect of future legislative or policy changes or tax liabilities of the District on the amount or receipt of the subsidy payments from the Treasury.

On March 26, 2015, the District issued its General Obligation Bonds, Election of 2010, Series 2015 (the "Series 2015 Bonds"), in the aggregate principal amount of \$32,015,000, as its third series of bonds to be issued under the 2010 Authorization. The Series 2015 Bonds were issued to finance projects authorized under the 2010 Authorization.

A summary of the District's general obligation bonded debt, assuming no early redemptions, is set forth on the following page.

## Aggregate Debt Service

The following table sets forth the annual aggregate debt service requirements of all outstanding general obligation bonds of the District, assuming no early redemptions.

### RIALTO UNIFIED SCHOOL DISTRICT (County of San Bernardino, California) General Obligation Bonds – Aggregate Debt Service

[Table to be updated]

Year Ending August 1,	Series 2000A Bonds	Series 2011A Bonds	Series 2011B Bonds <sup>(1)</sup>	Series 2012 Refunding Bonds	Series 2015 Bonds	Series 2019 Bonds	Aggregate Total Debt Service
2015	\$1,661,840.10	-	\$ 516,707.46	\$2,712,606.26	\$ 303,667.73	\$	\$
2016	1,660,774.40	-	516,707.46	2,707,956.26	874,563.06		
2017	1,662,018.75	-	516,707.46	2,706,956.26	6,184,970.26		
2018	1,661,729.85	-	516,707.46	2,706,956.26	4,035,062.06		
2019	1,660,000.00	-	796,707.46	2,709,156.26	3,944,211.70		
2020	1,662,184.80	-	1,096,923.46	2,703,356.26	3,819,823.66		
2021	1,661,941.25	-	1,405,507.46	2,695,106.26	3,683,077.60		
2022	1,659,141.75	-	1,721,139.46	2,692,356.26	3,528,549.60		
2023	1,662,578.00	-	2,027,499.46	2,694,606.26	3,369,525.30		
2024	1,659,806.00	-	2,354,059.46	2,686,656.26	3,185,683.70		
2025	1,660,000.00	-	2,678,707.46	2,679,000.02	2,988,035.40		
2026	-	\$4,175,000.00	315,387.46	2,681,325.02	1,258,466.20		
2027	-	4,810,037.50	-	2,671,050.02	1,197,472.00		
2028	-	6,565,037.50	-	1,340,325.00	-		
2029	-	8,310,037.50	-	-	-		
2030	-	8,670,037.50	-	-	-		
2031	-	9,040,037.50	-	-	-		
2032	-	9,429,925.95	-	-	-		
2033	-	9,834,663.50	-	-	-		
2034	-	10,259,639.25	-	-	-		
2035	-	10,700,097.15	-	-	-		
2036	-	11,160,037.50	-	-	-		
2037	-	11,640,037.50	-	-	-		
2038	-	12,141,225.00	-	-	-		
2039	-	12,663,032.50	-	-	-		
2040	-	13,208,110.00	-	-	-		
2041	-	13,778,372.50	-	-	-		
<b>Total:</b>	<b>\$18,272,014.90</b>	<b>\$156,385,328.35</b>	<b>\$14,462,761.52</b>	<b>\$36,387,412.66</b>	<b>\$38,373,108.27</b>	<b>\$</b>	<b>\$</b>

<sup>(1)</sup> The District expects to receive a cash subsidy payment from the United States Treasury equal to a portion of the interest due on each interest payment date on the portion of the Series 2011B Bonds designated as "qualified school construction bonds." See "- Outstanding Bonds" above. Amounts shown do not take into account the receipt of any subsidy payments.

## SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2019 BONDS

### General

In order to provide sufficient funds for repayment of principal and interest when due on the Series 2019 Bonds, the Board of Supervisors of the County ("Board of Supervisors") is empowered and is obligated to levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates). Such taxes are in addition to other taxes levied upon property within the District. When collected, the tax revenues will be deposited by the County in the Interest and Sinking Fund of the District, which is required to be maintained by the County and to be used solely for the payment of bonds of the District.

The Series 2019 Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law, and are not a debt or obligation of the County. No fund of the County is pledged or obligated to repayment of the Series 2019 Bonds

### Statutory Lien on Taxes (Senate Bill 222)

Pursuant to Section 53515 of the California Government Code (which became effective on January 1, 2016), all general obligation bonds issued by local agencies, including refunding bonds, will be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax. Section 53515 provides that the lien will automatically arise, without the need for any action or authorization by the local agency or its governing board, and will be valid and binding from the time the bonds are executed and delivered. Section 53515 further provides that the revenues received pursuant to the levy and collection of the tax will be immediately subject to the lien, and the lien will immediately attach to the revenues and be effective, binding and enforceable against the local agency, its successor, transferees and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

### Pledge of Tax Revenues

The District has pledged all revenues from the property taxes collected from the levy by the Board of Supervisors for the payment of all bonds, including the Series 2019 Bonds (collectively, the "Bonds"), of the District heretofore or hereafter issued pursuant to voter approved measures of the District and amounts on deposit in the Interest and Sinking Fund of the District to the payment of the principal or redemption price of and interest on the Bonds. The Resolution provides that the property taxes and amounts held in the Interest and Sinking Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the Interest and Sinking Fund to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The Resolution provides that this pledge constitutes an agreement between the District and the owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge are or were issued to finance (or refinance) one or more of the projects specified in the applicable voter-approved measure.

### Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.



Local property taxation is the responsibility of various county officers. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer-tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the county treasurer-tax collector, the superintendent of schools of which has jurisdiction over the school district, holds school district funds, including taxes collected for payment of general obligation bonds, and is charged with payment of principal and interest on the bonds when due, as ex-officio treasurer of the school district.

### **Assessed Valuation of Property Within the District**

Taxable property located in the District has a fiscal year 2018-19 assessed value of \$8,874,355,529. All property (real, personal and intangible) is taxable unless an exemption is granted by the California Constitution or United States law. Under the State Constitution, exempt classes of property include household and personal effects, intangible personal property (such as bank accounts, stocks and bonds), business inventories, and property used for religious, hospital, scientific and charitable purposes. The State Legislature may create additional exemptions for personal property, but not for real property. Most taxable property is assessed by the assessor of the county in which the property is located. Some special classes of property are assessed by the State Board of Equalization, as described below.

Taxes are levied for each fiscal year on taxable real and personal property assessed as of the preceding January 1, at which time the lien attaches. The assessed value is required to be adjusted during the course of the year when property changes ownership or new construction is completed. State law also affords an appeal procedure to taxpayers who disagree with the assessed value of any property. When necessitated by changes in assessed value during the course of a year, a supplemental assessment is prepared so that taxes can be levied on the new assessed value before the next regular assessment roll is completed. See “*–Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*” below.

Under the State Constitution, the State Board of Equalization assesses property of State-regulated transportation and communications utilities, including railways, telephone and telegraph companies, and companies transmitting or selling gas or electricity. The Board of Equalization also is required to assess pipelines, flumes, canals and aqueducts lying within two or more counties. The value of property assessed by the Board of Equalization is allocated by a formula to local jurisdictions in the county, including school districts, and taxed by the local county tax officials in the same manner as for locally assessed property. Taxes on privately owned railway cars, however, are levied and collected directly by the Board of Equalization. Property used in the generation of electricity by a company that does not also transmit or sell that electricity is taxed locally instead of by the Board of Equalization. Thus, the reorganization of regulated utilities and the transfer of electricity-generating property to non-utility companies, as often occurred under electric power deregulation in California, affects how those assets are assessed, and which local agencies benefit from the property taxes derived. In general, the transfer of State-assessed property located in the District to non-utility companies will increase the assessed value of property in the District, since the property’s value will no longer be divided among all taxing jurisdictions in the County. The transfer of property located and taxed in the District to a State-assessed utility will have the opposite effect: generally reducing the assessed value in the District, as the value is shared among the other jurisdictions in the County. The District is unable to predict future transfers of State-assessed property in the District and the County, the impact of such transfers on its utility property tax revenues, or whether future legislation or litigation may affect ownership of utility assets, the State’s methods of assessing utility property, or the method by which tax revenues of utility property is allocated to local taxing agencies, including the District.

Locally taxed property is classified either as “secured” or “unsecured,” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State-assessed property and property (real or personal) for which there is a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. All other property is “unsecured,” and is assessed on the “unsecured roll.” Secured property assessed by the State Board of Equalization is commonly identified for taxation purposes as “utility” property.

The following table sets forth the assessed valuation of the various classes of property in the District’s boundaries from fiscal year 2004-05 through 2018-19.

**RIALTO UNIFIED SCHOOL DISTRICT**  
**(County of San Bernardino, California)**  
**Assessed Valuations**  
**Fiscal Years 2004-05 through 2018-19**

Fiscal Year	Local Secured	Utility	Unsecured	Total
2004-05	\$3,891,132,777	\$5,785,742	\$243,651,523	\$4,140,570,042
2005-06	4,452,330,026	5,375,603	256,823,380	4,714,529,009
2006-07	5,348,163,842	5,139,270	276,168,125	5,629,471,237
2007-08	6,205,358,181	3,004,092	351,921,526	6,560,283,799
2008-09	6,250,762,989	3,002,209	384,352,229	6,638,117,427
2009-10	5,470,937,654	3,776,982	404,898,150	5,879,612,786
2010-11	5,116,956,930	3,789,700	384,837,952	5,505,584,582
2011-12	5,151,124,349	3,818,009	351,269,663	5,506,212,021
2012-13	5,246,718,901	3,819,258	399,336,562	5,649,874,721
2013-14	5,547,093,026	3,817,028	360,031,438	5,910,941,492
2014-15	5,986,625,515	2,149,197	407,045,980	6,395,820,692
2015-16	6,416,683,075	2,145,148	492,854,898	6,911,683,121
2016-17	6,871,316,099	2,132,287	456,531,924	7,329,980,310
2017-18	7,217,445,229	2,127,417	597,008,329	7,816,580,975
2018-19	8,273,570,367	2,121,281	598,663,881	8,874,355,529

Source: California Municipal Statistics, Inc.

Assessments may be adjusted during the course of the year when real property changes ownership or new construction is completed. Assessments may also be appealed by taxpayers seeking a reduction as a result of economic and other factors beyond the District’s control, such as a general market decline in property values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, drought, fire, toxic dumping, etc. When necessitated by changes in assessed value in the course of a year, taxes are pro-rated for each portion of the tax year. See also “–*Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*” below.

***Appeals of Assessed Valuation; Blanket Reductions of Assessed Values.*** There are two basic types of property tax assessment appeals provided for under State law. The first type of appeal, commonly referred to as a base year assessment appeal, involves a dispute on the valuation assigned by the assessor immediately subsequent to an instance of a change in ownership or completion of new construction. If the base year value assigned by the assessor is reduced, the valuation of the property cannot increase in subsequent years more than 2% annually unless and until another change in ownership and/or additional new construction or reconstruction activity occurs.

The second type of appeal, commonly referred to as a Proposition 8 appeal (which Proposition 8 was approved by the voters in 1978), can result if factors occur causing a decline in the market value of the property to a level below the property's then current taxable value (escalated base year value). Pursuant to State law, a property owner may apply for a Proposition 8 reduction of the property tax assessment for such owner's property by filing a written application, in the form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. A property owner desiring a Proposition 8 reduction of the assessed value of such owner's property in any one year must submit an application to the county assessment appeals board (the "Appeals Board"). Following a review of the application by the county assessor's office, the county assessor may offer to the property owner the opportunity to stipulate to a reduced assessment, or may confirm the assessment. If no stipulation is agreed to, and the applicant elects to pursue the appeal, the matter is brought before the Appeals Board (or, in some cases, a hearing examiner) for a hearing and decision. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level (such pre-reduction level escalated by the annual inflation rate of no more than 2%) following the year for which the reduction application is filed. However, the county assessor has the power to grant a reduction not only for the year for which application was originally made, but also for the then-current year and any intervening years as well. In practice, such a reduced assessment may and often does remain in effect beyond the year in which it is granted.

In addition, Article XIII A of the State Constitution provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. This measure is computed on a calendar year basis. According to representatives of the County assessor's office, the County has in the past, pursuant to Article XIII A of the State Constitution, ordered blanket reductions of assessed property values and corresponding property tax bills on single family residential properties when the value of the property has declined below the current assessed value as calculated by the County.

No assurance can be given that property tax appeals and/or blanket reductions of assessed property values will not significantly reduce the assessed valuation of property within the District in the future.

See APPENDIX A – "INFORMATION RELATING TO THE DISTRICT'S OPERATIONS AND BUDGET – CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Limitations on Revenues" for a discussion of other limitations on the valuation of real property with respect to *ad valorem* taxes.

**Bonding Capacity.** As a unified school district, the District may issue bonds in an amount up to 2.50% of the assessed valuation of taxable property within its boundaries. The District's fiscal year 2019-20 gross bonding capacity (also commonly referred to as the "bonding limit" or "debt limit") is approximately \$221.86 million and its net bonding capacity is approximately \$[143.28] million (taking into account current outstanding debt before issuance of the Series 2019 Bonds). Refunding bonds may be issued without regard to this limitation; however, once issued, the outstanding principal of any refunding bonds is included when calculating the District's bonding capacity.

**Assessed Valuation by Jurisdiction.** The following table describes the percentage and value of the total assessed value of the property within the District's boundaries that resides in the cities of Colton, Fontana, Rialto, San Bernardino and unincorporated portions of the County for fiscal year 2018-19.

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
2018-19 Assessed Valuation by Jurisdiction**

Jurisdiction	Assessed Valuation in School District	% of School District	Assessed Valuation of Jurisdiction	% of Jurisdiction in School District
City of Colton	\$ 469,254,779	5.29%	\$ 3,473,652,884	13.51%
City of Fontana	535,918,865	6.04	19,666,430,280	2.73
City of Rialto	6,589,933,787	74.26	9,146,266,649	72.05
City of San Bernardino	646,394,001	7.28	14,190,216,655	4.56
Unincorporated San Bernardino County	632,854,097	7.13	33,648,691,594	1.88
<b>Total District</b>	<b>\$8,874,355,529</b>	<b>100.00%</b>		
San Bernardino County	\$8,874,355,529		\$222,444,908,287	3.99%

Source: California Municipal Statistics Inc.

**Assessed Valuation by Land Use.** The following table sets forth a distribution of taxable property located in the District on the fiscal year 2018-19 tax roll by principal purpose for which the land is used, and the assessed valuation and number of parcels for each use.

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
Assessed Valuation and Parcels by Land Use**

Type of Property	2018-19 Assessed Valuation <sup>(1)</sup>	% of Total	No. of Parcels	% of Total	No. of Taxable Parcels	% of Total
<b>Non-Residential:</b>						
Commercial	\$ 532,330,283	6.43%	467	1.49%	446	1.46%
Professional/Office	80,449,977	0.97	77	0.25	77	0.25
Industrial	1,665,478,371	20.13	240	0.77	222	0.73
Recreational	26,282,504	0.32	24	0.08	24	0.08
Government/Social/Institutional	9,295,894	0.11	148	0.47	70	0.23
Miscellaneous	7,422,548	0.09	335	1.07	202	0.66
<b>Subtotal Non-Residential</b>	<b>\$2,321,259,577</b>	<b>28.06%</b>	<b>1,291</b>	<b>4.13%</b>	<b>1,041</b>	<b>3.41%</b>
<b>Residential:</b>						
Single Family Residence	\$4,962,959,730	59.99%	23,463	75.02%	23,393	76.70%
Condominium/Townhouse	214,735,742	2.60	1,115	3.57	1,115	3.66
Mobile Home	86,757,325	1.05	2,299	7.35	2,292	7.52
Mobile Home Park	79,775,478	0.96	34	0.11	34	0.11
2-4 Residential Units	122,514,987	1.48	497	1.59	483	1.58
5+ Residential Units/Apartments	151,662,213	1.83	107	0.34	97	0.32
Miscellaneous Residential Improvements	3,997,388	0.05	65	0.21	60	0.20
<b>Subtotal Residential</b>	<b>\$5,622,402,863</b>	<b>67.96%</b>	<b>27,580</b>	<b>88.19%</b>	<b>27,474</b>	<b>90.08%</b>
Vacant Parcels	\$ 329,907,927	3.99%	2,404	7.69%	1,984	6.51%
<b>TOTAL</b>	<b>\$8,273,570,367</b>	<b>100.00%</b>	<b>31,275</b>	<b>100.00%</b>	<b>30,499</b>	<b>100.00%</b>

<sup>(1)</sup> Local secured assessed valuation, excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

**Assessed Valuation of Single-Family Homes.** The following table sets forth the assessed valuation of single-family homes in the District's boundaries for fiscal year 2018-19.

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
Per Parcel Assessed Valuation of Single Family Homes**

	Number of Parcels	2018-19 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	23,393	\$4,962,959,730	\$212,156	\$200,331

  

2018-19 Assessed Valuation	No. of Parcels <sup>(1)</sup>	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$24,999	48	0.205%	0.205%	\$ 782,664	0.016%	0.016%
\$25,000 - \$49,999	719	3.074	3.279	28,967,188	0.584	0.599
\$50,000 - \$74,999	786	3.360	6.639	48,304,025	0.973	1.573
\$75,000 - \$99,999	764	3.266	9.905	67,747,615	1.365	2.938
\$100,000 - \$124,999	1,527	6.528	16.432	174,299,097	3.512	6.450
\$125,000 - \$149,999	2,394	10.234	26.666	330,917,325	6.668	13.118
\$150,000 - \$174,999	2,751	11.760	38.426	446,772,508	9.002	22.120
\$175,000 - \$199,999	2,673	11.426	49.853	500,593,443	10.087	32.206
\$200,000 - \$224,999	2,196	9.387	59.240	464,887,148	9.367	41.573
\$225,000 - \$249,999	2,024	8.652	67.892	480,304,870	9.678	51.251
\$250,000 - \$274,999	1,736	7.421	75.313	455,496,480	9.178	60.429
\$275,000 - \$299,999	1,366	5.839	81.152	391,444,987	7.887	68.316
\$300,000 - \$324,999	1,304	5.574	86.727	406,496,450	8.191	76.507
\$325,000 - \$349,999	1,025	4.382	91.108	345,468,619	6.961	83.468
\$350,000 - \$374,999	807	3.450	94.558	292,224,461	5.888	89.356
\$375,000 - \$399,999	571	2.441	96.999	220,194,998	4.437	93.793
\$400,000 - \$424,999	341	1.458	98.457	140,210,652	2.825	96.618
\$425,000 - \$449,999	164	0.701	99.158	71,540,807	1.441	98.059
\$450,000 - \$474,999	96	0.410	99.568	44,172,583	0.890	98.950
\$475,000 - \$499,999	51	0.218	99.786	24,854,565	0.501	99.450
\$500,000 and greater	50	0.214	100.000	27,279,245	0.550	100.000
<b>Total</b>	<b>23,393</b>	<b>100.000%</b>		<b>\$4,962,959,730</b>	<b>100.000%</b>	

<sup>(1)</sup> Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: California Municipal Statistics, Inc.

**Largest Taxpayers in District.** The following table sets forth the 20 taxpayers with the greatest combined ownership of taxable property in the District on the fiscal year 2018-19 tax roll, and the assessed valuation of all property owned by those taxpayers in all taxing jurisdictions within the District, are set forth below.

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
Largest 2018-19 Local Secured Taxpayers**

	Property Owner	Primary Land Use	2018-19 Assessed Valuation	Percent of Total <sup>(1)</sup>
1.	Target Corporation	Industrial	\$ 338,413,753	4.09%
2.	Prologis-A4/Prologis-MacQuarie	Industrial	202,892,583	2.45
3.	Medline Industries Inc.	Industrial	108,403,056	1.31
4.	LHR Renaissance Marketplace South LLC	Shopping Center	88,000,500	1.06
5.	USR Real Estate Holdings LLC	Industrial	76,714,000	0.93
6.	DCT Renaissance Rialto LLC	Industrial	75,230,689	0.91
7.	Rialto Bldg 5 Project LLC	Industrial	74,208,995	0.90
8.	5565 Sierra Avenue Investors LLC	Industrial	72,578,448	0.88
9.	5885 Sierra Avenue Investors LLC	Industrial	71,643,088	0.87
10.	Sierra Lakes Commerce LLC	Industrial	59,366,026	0.72
11.	Thrifty Oil Co.	Industrial	57,939,836	0.70
12.	Madison-Ind Locust CA LLC	Industrial	49,419,000	0.60
13.	100 Cedar Avenue LLC	Industrial	49,071,001	0.59
14.	Toys R Us-Delaware Inc.	Industrial	44,819,255	0.54
15.	Rialto Bldg 6 Project LLC	Undeveloped	43,498,280	0.53
16.	Glen Helen Parkway LLC	Industrial	38,625,402	0.47
17.	Exeter 1464 West Merrill LLC	Industrial	35,373,600	0.43
18.	1364 Rialto Avenue LLC	Industrial	26,472,048	0.32
19.	My Montecito III	Apartments	25,967,171	0.31
20.	IPT Rialto DC LP	Industrial	21,493,538	0.26
			<b>\$1,560,130,269</b>	<b>18.86%</b>

<sup>(1)</sup> 2018-19 local secured assessed valuation: **\$8,273,570,367**  
Source: California Municipal Statistics, Inc.

The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner. Furthermore, assessments may be appealed by taxpayers seeking a reduction as a result of economic and other factors beyond the District's control. See "*Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*" above.

**Tax Rates**

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed 1% of the full cash value of the property, and State law requires the full 1% tax to be levied. The levy of special *ad valorem* property taxes in excess of the 1% levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness.

The rate of tax necessary to pay fixed debt service on the Series 2019 Bonds in a given year depends on the assessed value of taxable property in that year. (The rate of tax imposed on unsecured property for repayment of the Series 2019 Bonds is based on the prior year's secured property tax rate.) Economic and other factors beyond the District's control, such as a general market decline in property values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational,

hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, drought, fire, toxic dumping, etc., could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate to be levied to pay the principal, accreted value or maturity value of and interest on the Series 2019 Bonds. Issuance of additional authorized bonds in the future might also cause the tax rate to increase.

**Typical Tax Rate Area.** The following table sets forth *ad valorem* property tax rates for the last five fiscal years in a typical Tax Rate Area of the District (TRA 6-000). The assessed valuation for this Tax Rate Area for fiscal year 2018-19 is \$1,499,485,512, which comprises approximately 16.90% of the total assessed value of the District.

**RIALTO UNIFIED SCHOOL DISTRICT**  
**(County of San Bernardino, California)**  
**Typical Total Tax Rates per \$100 of Assessed Valuation (TRA 6-000)**  
**Fiscal Years 2014-15 through 2018-19**

	2014-15	2015-16	2016-17	2017-18	2018-19
General	\$1.0000	\$1.0000	\$1.0000	\$1.0000	\$1.0000
Rialto Unified School District	0.0655	0.1194	0.0992	0.0957	0.0771
San Bernardino Community College District	0.0393	0.0403	0.0350	0.0376	0.0407
San Bernardino Valley Municipal Water	0.1625	0.1625	0.1625	0.1525	0.1525
<b>Total Tax Rate</b>	<b>\$1.2673</b>	<b>\$1.3222</b>	<b>\$1.2967</b>	<b>\$1.2858</b>	<b>\$1.2703</b>

Source: California Municipal Statistics, Inc.

In accordance with the California Constitution and the Education Code, bonds approved pursuant to the 2010 Authorization may not be issued unless the District projects that repayment of all outstanding bonds approved under the 2010 Authorization will require a tax rate no greater than \$60.00 per \$100,000 of assessed value. Based on the assessed value of taxable property in the District at the time of issuance of the Series 2019 Bonds, the District projects that the maximum tax rate required to repay the Series 2019 Bonds and all other outstanding bonds approved at the 2010 Authorization, will be within that legal limit. The tax rate limitation applies only when new bonds are issued and does not restrict the authority of the County Board of Supervisors to levy taxes at such rate as may be necessary to pay debt service on the Series 2019 Bonds and any other series of bonds issued under the 2010 Authorization in each year.

**Tax Charges and Delinquencies**

A school district's share of the 1% countywide tax is based on the actual allocation of property tax revenues to each taxing jurisdiction in the county in fiscal year 1978-79, as adjusted according to a complicated statutory process enacted since that time. Revenues derived from special *ad valorem* taxes for voter-approved indebtedness, including the Series 2019 Bonds, are reserved to the taxing jurisdiction that approved and issued the debt, and may only be used to repay that debt.

The County Treasurer prepares the property tax bills. Property taxes on the regular secured assessment roll are due in two equal installments: the first installment is due on November 1, and becomes delinquent after December 10. The second installment is due on February 1 and becomes delinquent after April 10. If taxes are not paid by the delinquent date, a 10% penalty attaches and a \$10 cost is added to unpaid second installments. If taxes remain unpaid by June 30, the tax is deemed to be in default, and a \$15 state redemption fee applies. Interest then begins to accrue at the rate of 1.5% per month. The property owner has the right to redeem the property by paying the taxes, accrued penalties,

and costs within five years of the date the property went into default. If the property is not redeemed within five years, it is subject to sale at a public auction by the County Treasurer.

Property taxes on the unsecured roll are due in one payment on the lien date, January 1, and become delinquent after August 31. A 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue on November 1. To collect unpaid taxes, the County Treasurer may obtain a judgment lien upon and cause the sale of all property owned by the taxpayer in the County, and may seize and sell personal property, improvements and possessory interests of the taxpayer. The County Treasurer may also bring a civil suit against the taxpayer for payment.

The date on which taxes on supplemental assessments are due depends on when the supplemental tax bill is mailed.

The County does not provide information with respect to the real property tax charges and delinquencies for property within the District. See “--Teeter Plan” below.

### Teeter Plan

The County has implemented an alternative method for the assessment, levy and distribution of secured property taxes to local agencies, known as the “Teeter Plan,” which is set forth in Sections 4701 to 4717 of the California Revenue and Taxation Code. This method guarantees distribution of 100% of the assessments levied to the taxing entities, with the County retaining all penalties and interest. As a result, the County does not provide information with respect to the real property tax charges and delinquencies for property within the District.

Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county acts as “bank” and certain other public agencies and taxing areas located in the county receive annually the full amount of their share of property taxes on the secured roll, including delinquent property taxes which have yet to be collected. While a county benefits from the penalties associated with these delinquent taxes when they are paid, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk.

To implement a Teeter Plan, the board of supervisors of a county generally must elect to do so by July 15 of the fiscal year in which it is to apply. As a separate election, a county may elect to have the Teeter Plan procedures also apply to assessments on the secured roll. The Teeter Plan became effective beginning in fiscal year 1996-97 and applies to the District and to its outstanding general obligation bonds, including the Series 2019 Bonds.

Upon making a Teeter Plan election, a county must initially provide a participating local agency with 95% of the estimated amount of the then-accumulated tax delinquencies (excluding penalties) for that agency. In the case of the initial year distribution of assessments (if a county has elected to include assessments), 100% of the assessment delinquencies (excluding penalties) are to be apportioned to the participating local agency which levied the assessment. After the initial distribution, each participating local agency receives annually 100% of the secured property tax levies to which it is otherwise entitled, regardless of whether the county has actually collected the levies.

If any tax or assessment which was distributed to a Teeter Plan participant is subsequently changed by correction, cancellation or refund, a pro rata adjustment for the amount of the change is made on the records of the treasurer and auditor of the county. Such adjustment for a decrease in the tax or



assessment is treated by the County as an interest-free offset against future advances of tax levies under the Teeter Plan.

Once adopted, a county's Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless prior to the commencement of a fiscal year a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, opt to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency. The District is not aware of any plans by the Board of Supervisors to discontinue the Teeter Plan.

### **Direct and Overlapping Debt**

Set forth on the following page is a schedule of direct and overlapping debt prepared by California Municipal Statistics Inc. effective as of June 17, 2019 for debt outstanding as of August 1, 2019. The table is included for general information purposes only. The District has not reviewed this table for completeness or accuracy and makes no representations in connection therewith. The first column in the table names each public agency which has outstanding debt as of the date of the schedule and whose territory overlaps the District in whole or in part. Column two sets forth the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not set forth in the table) produces the amount set forth in column three, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District.

The schedule generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

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**RIALTO UNIFIED SCHOOL DISTRICT**  
**(County of San Bernardino, California)**  
**Statement of Direct and Overlapping Bonded Debt**

June 17, 2019

2018-19 Assessed Valuation: \$8,874,355,529

	% Applicable	Debt 8/1/19
<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>		
Metropolitan Water District	0.031%	\$ 14,896
San Bernardino Community College District	12.574	52,586,840
Rialto Unified School District	100.000	78,573,902 <sup>(1)</sup>
City of Fontana Community Facilities District No. 71	100.000	5,625,000
City of Rialto Community Facilities District No. 2006-1	100.000	4,625,000
San Bernardino County Community Facilities Districts	34.091-74.059	9,709,169
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$151,134,807
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
San Bernardino County General Fund Obligations	3.989%	\$ 12,323,018
San Bernardino County Pension Obligation Bonds	3.989	9,462,412
San Bernardino County Flood Control District General Fund Obligations	3.989	2,279,913
Rialto Unified School District Certificates of Participation	100.000	12,574,391
City of Colton General Fund and Pension Obligation Bonds	13.509	3,728,403
City of Fontana Certificates of Participation	2.725	1,051,305
City of Rialto Certificates of Participation	72.051	4,959,111
City of San Bernardino General Fund Obligation and Pension Obligation Bonds	4.555	2,402,515
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$ 48,781,068
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):</u>		\$ 88,815,285
COMBINED TOTAL DEBT		\$288,731,160 <sup>(2)</sup>

Ratios to 2018-19 Assessed Valuation:

Direct Debt (\$78,573,902).....	0.89%
Total Direct and Overlapping Tax and Assessment Debt.....	1.70%
Combined Direct Debt (\$91,148,293) .....	1.03%
Combined Total Debt .....	3.25%

Ratio to Redevelopment Incremental Valuation (\$3,346,072,840):

Total Overlapping Tax Increment Debt.....	2.64%
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<sup>(1)</sup> Excludes the Series 2019 Bonds.

<sup>(2)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

## BOND INSURANCE FOR INSURED BONDS

### **Bond Insurance Policy**

Concurrently with the issuance of the Series 2019 Bonds, BAM will issue its Policy for the Insured Bonds. The Policy guarantees the scheduled payment of principal or maturity value of and interest on the Insured Bonds when due as set forth in the form of the Policy included as Appendix H to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

### **Build America Mutual Assurance Company**

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: [www.bulldamerica.com](http://www.bulldamerica.com).

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at [www.standardandpoors.com](http://www.standardandpoors.com). The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Insured Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Insured Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Insured Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Insured Bonds, nor does it guarantee that the rating on the Insured Bonds will not be revised or withdrawn.

### *Capitalization of BAM*

BAM's total admitted assets, total liabilities, and total capital and surplus, as of March 31, 2019 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were \$513.9 million, \$105 million and \$408.9 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at [www.buildamerica.com](http://www.buildamerica.com), is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Insured Bonds or the advisability of investing in the Insured Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE FOR INSURED BONDS."

#### *Additional Information Available from BAM*

**Credit Insights Videos.** For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at [buildamerica.com/creditinsights/](http://buildamerica.com/creditinsights/). (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

**Credit Profiles.** Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at [buildamerica.com/obligor/](http://buildamerica.com/obligor/). BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

**Disclaimers.** The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the Insured Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Insured Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Insured Bonds, whether at the initial offering or otherwise.

#### **TAX MATTERS**

[In the opinion of Orrick, Herrington & Sutcliffe LLP, bond counsel to the District (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2019 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”) and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series 2019 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix C hereto.

To the extent the issue price of any maturity of the Series 2019 Bonds is less than the amount to be paid at maturity of such Series 2019 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2019 Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Series 2019 Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2019 Bonds is the first price at which a substantial amount of such maturity of the Series 2019 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2019 Bonds accrues daily over the term to maturity of such Series 2019 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2019 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2019 Bonds. Beneficial Owners of the Series 2019 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2019 Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Series 2019 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2019 Bonds is sold to the public.

Series 2019 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2019 Bonds. The District has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series 2019 Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2019 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2019 Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Series 2019 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2019 Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Series 2019 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Series 2019 Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2019 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Series 2019 Bonds. Prospective purchasers of the Series 2019 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series 2019 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the District or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The District has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Series 2019 Bonds ends with the issuance of the Series 2019 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the District or the Beneficial Owners regarding the tax-exempt status of the Series 2019 Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the District and its appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the District legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2019 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2019 Bonds, and may cause the District or the Beneficial Owners to incur significant expense.]

## **OTHER LEGAL MATTERS**

### **Legal Opinion**

The validity of the Series 2019 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District. Bond Counsel expects to deliver an opinion with respect to the Series 2019 Bonds at the time of issuance substantially in the form set forth in Appendix C hereto. Bond Counsel, as such, undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the District and for the District by [\_\_\_\_\_], as counsel to the District. Certain legal matters will be passed upon for the Underwriter by Nixon Peabody LLP, as counsel to the Underwriter.

## **Legality for Investment in California**

Under the provisions of the California Financial Code, the Series 2019 Bonds are legal investments for commercial banks in California to the extent that the Series 2019 Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and, under provisions of the California Government Code, the Series 2019 Bonds are eligible securities for deposit of public moneys in the State.

## **Continuing Disclosure**

The District has covenanted for the benefit of the holders and Beneficial Owners of the Series 2019 Bonds to provide, or to cause to be provided, to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system or such other electronic system designated by the Municipal Securities Rulemaking Board (the "EMMA System") certain annual financial information and operating data relating to the District (the "Annual Report") by not later than nine months following the end of the District's fiscal year (currently ending June 30), commencing with the report for the 2018-19 fiscal year (which is due no later than April 1, 2020) and notice of the occurrence of certain enumerated events ("Notice Events") in a timely manner not in excess of ten business days after the occurrence of such a Notice Event. The specific nature of the information to be contained in the Annual Report and the notices of Notice Events is set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule").

*[To be updated after review of Underwriter's continuing disclosure report findings.]*

Cooperative Strategies, LLC currently serves as the District's dissemination agent in connection with its prior undertakings and has been engaged by the District as its dissemination agent for its undertakings relating to the Series 2019 Bonds.

## **Litigation**

No litigation is pending or threatened concerning or contesting the validity of the Series 2019 Bonds or the District's ability to receive *ad valorem* taxes and to collect other revenues, or contesting the District's ability to issue and retire the Series 2019 Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the title to their offices of District officers who will execute the Series 2019 Bonds or District officials who will sign certifications relating to the Series 2019 Bonds, or the powers of those offices. A certificate (or certificates) to that effect will be furnished to the Underwriter at the time of the original delivery of the Series 2019 Bonds.

[The District is occasionally subject to lawsuits and claims. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.]

## **MISCELLANEOUS**

### **Ratings**

Moody's Investors Service, Inc. has assigned its [underlying] rating of "[ ]" to the Series 2019 Bonds. A rating agency generally bases its rating on its own investigations, studies and assumptions as well as information and materials furnished to it (which may include information and materials from the

District, which are not included in this Official Statement). The rating reflects only the view of the rating agency furnishing the same, and any explanation of the significance of such rating should be obtained only from the rating agency providing the same. Such rating is not a recommendation to buy, sell or hold the Series 2019 Bonds. There is no assurance that any rating will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency providing the same, if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series 2019 Bonds. Neither the Underwriter (defined herein) nor the District have undertaken any responsibility after the offering of the Series 2019 Bonds to assure the maintenance of the rating or to oppose any such revision or withdrawal.

In addition, S&P has assigned its rating of “[ ]” to the Insured Bonds with the understanding that, upon delivery of the Insured Bonds, the Policy will be delivered by BAM. See “BOND INSURANCE FOR INSURED BONDS.” Such rating is expected to be assigned solely as a result of the issuance of the Policy and will reflect only the rating agency’s view of the claims-paying ability and financial strength of BAM. Neither the District nor the Underwriter have made any independent investigation of the claims-paying ability of BAM and no representation is made that any insured rating of the Insured Bonds based upon the purchase of the Policy will remain higher than the rating agency’s underlying rating of the Insured Bonds described above, which did not take bond insurance into account. The existence of the Policy will not, of itself, negatively affect such underlying ratings. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal or maturity value and interest on the Insured Bonds and the claims paying ability of BAM, particularly over the life of the investment. Without regard to any bond insurance, the Insured Bonds are payable from the proceeds of an *ad valorem* tax approved by the voters of the District pursuant to all applicable laws and constitutional requirements, and required to be levied by the County on property within the District in an amount sufficient for the timely payment of principal or maturity value of and interest on the Insured Bonds. See “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2019 BONDS.” However, any downward revision or withdrawal of any rating of BAM may have an adverse effect on the market price or marketability of the Insured Bonds.

#### **Professionals Involved in the Offering**

Orrick, Herrington & Sutcliffe LLP is acting as Bond Counsel and as Disclosure Counsel with respect to the Series 2019 Bonds, and will receive compensation from the District contingent upon the sale and delivery of the Series 2019 Bonds. From time to time, Orrick, Herrington & Sutcliffe LLP represents the Underwriter on matters unrelated to the Series 2019 Bonds. California Financial Services is acting as the District’s Municipal Advisor and Program Funding Manager with respect to the Series 2019 Bonds. [ ] is acting as counsel to the District with respect to the Series 2019 Bonds. Payment of the fees and expenses of the Municipal Advisor and District counsel is also contingent upon the sale and delivery of the Series 2019 Bonds. Nixon Peabody LLP is acting as Underwriter’s counsel with respect to the Series 2019 Bonds.

#### **Underwriting**

The Series 2019 Bonds are being purchased for reoffering to the public by Citigroup Global Markets Inc. (the “Underwriter”) pursuant to the terms of a bond purchase agreement executed on \_\_\_\_\_, 2019 (the “Purchase Agreement”), by and between the Underwriter and the District. The Underwriter has agreed to purchase the Series 2019 Bonds at a price of \$\_\_\_\_\_ [(which represents the aggregate principal amount of the Series 2019 Bonds, [plus/less] [net] original issue [premium/discount] of \$\_\_\_\_\_, and less an Underwriter’s discount in the amount of \$\_\_\_\_\_)]. The Purchase Agreement provides that the Underwriter will purchase all of the Series



2019 Bonds, subject to certain terms and conditions set forth in the Purchase Agreement, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell the Series 2019 Bonds to certain dealers and others at prices lower than the public offering prices set forth on the inside front cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriter.

The Underwriter has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, the Underwriter may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, the Underwriter will compensate Fidelity for its selling efforts.

### **ADDITIONAL INFORMATION**

The purpose of this Official Statement is to supply information to purchasers of the Series 2019 Bonds. Quotations from and summaries and explanations of the Series 2019 Bonds and of the statutes and documents contained herein do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Series 2019 Bonds.

The District has duly authorized the delivery of this Official Statement.

**RIALTO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent

## APPENDIX A

### INFORMATION RELATING TO THE DISTRICT'S OPERATIONS AND BUDGET

*The information in this appendix concerning the operations of the Rialto Unified School District (the "District"), the District's finances, and State of California (the "State") funding of education, is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal (or, in the case of Capital Appreciation Bonds, accreted value) of or interest on the Series 2019 Bonds are payable from the general fund of the District or from State revenues. The Series 2019 Bonds are payable from the proceeds of an ad valorem tax approved by the voters of the District pursuant to all applicable laws and State Constitutional requirements, and required to be levied by the County of San Bernardino (the "County") on property within the District in an amount sufficient for the timely payment of principal (or, in the case of Capital Appreciation Bonds, accreted value), of and interest on the Series 2019 Bonds. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2019 BONDS" in the front portion of this Official Statement.*

### THE DISTRICT

#### Introduction

The Rialto Unified School District was founded in 1891 and has operated as a unified school district since 1964. The District provides preschool, elementary and secondary educational services to residents of an area of the County encompassing approximately 55 square miles that include the City of Rialto (the "City"), the western portion of the City of San Bernardino, small segments of the cities of Colton and Fontana and some unincorporated County territory.

The District currently operates 19 elementary schools, five middle schools, three comprehensive high schools, one continuation high school, one alternative high school, one adult school, and a preschool and infant program. The District budgets that total K-12 enrollment for fiscal year 2019-20 will be [ ] students.

#### Board of Education

The governing board of the District is the Board of Education of the District (the "Board of Education"). The Board of Education consists of five members who are elected at large to four-year terms in alternate slates of two and three at elections held every two years. Each December the Board of Education elects a President, Vice-President and Clerk to serve one-year terms. Current members of the Board of Education, together with their office and the date their term expires, are listed below.

#### RIALTO UNIFIED SCHOOL DISTRICT (County of San Bernardino, California)

##### Board of Education

Name	Office	Term Expires
Edgar Montes	President	December 2022
Nancy G. O'Kelley	Vice President	December 2020
Dina Walker	Clerk	December 2022
Joseph Ayala	Member	December 2020
Joseph W. Martinez	Member	December 2020

## **Superintendent and Business Services Personnel**

The Superintendent of the District is appointed by the Board of Education and reports to the Board of Education. The Superintendent is responsible for management of the District's day-to-day operations and supervises the work of other key District administrators. Information concerning the Superintendent and Associate Superintendent, Business Services is set forth below.

*Dr. Cuauhtémoc Avila, Superintendent.* [Biography to come.]

*Mohammad Z. Islam, Associate Superintendent, Business Services.* [Mr. Islam began his career in public education in 1988 as an Accounting Manager. He then served in the positions of Director, Business Services Administrator, Assistant Superintendent of Business, Chief Business and Financial Associate, Associate Superintendent of Business and as an Interim Superintendent from August 2013 to 20\_\_\_. Mr. Islam has served as Associate Superintendent, Business Services of the District since 20\_\_\_. Mr. Islam received a Bachelor of Science Degree in Accounting and a Master of Business Administration in Management from the Woodbury University in Burbank, California. He also holds a Chief Business Official's Professional Designation Certificate from the Association of California School Administrators.]

## **DISTRICT FINANCIAL MATTERS**

### **State Funding of Education; State Budget Process**

**General.** As is true for all school districts in California, the District's operating income consists primarily of two components: a State portion funded from the State's general fund in accordance with the Local Control Funding Formula (the "Local Control Funding Formula" or "LCFF") (see "*Allocation of State Funding to School Districts; Local Control Funding Formula*" herein) and a local portion derived from the District's share of the 1% local *ad valorem* tax authorized by the State Constitution (see "*Local Sources of Education Funding*" herein). In addition, school districts may be eligible for other special categorical funding from State and federal government programs. The District has budgeted to receive approximately 83.72% of its general fund revenues from State funds (not including the local portion derived from the District's share of the local *ad valorem* tax), budgeted at approximately \$278.59 million in fiscal year 2019-20. Such amount includes both the State funding provided under the LCFF as well as other State revenues (see "*Allocation of State Funding to School Districts; Local Control Funding Formula*," and "*Attendance and LCFF*" and "*Other District Revenues – Other State Revenues*" below). As a result, decreases or deferrals in State revenues, or in State legislative appropriations made to fund education, may significantly affect the District's revenues and operations.

Under Proposition 98, a constitutional and statutory amendment adopted by the State's voters in 1988 and amended by Proposition 111 in 1990 (now found at Article XVI, Sections 8 and 8.5 of the Constitution), a minimum level of funding is guaranteed to school districts, community college districts, and other State agencies that provide direct elementary and secondary instructional programs. Recent years have seen frequent disruptions in State personal income taxes, sales and use taxes, and corporate taxes, making it increasingly difficult for the State to meet its Proposition 98 funding mandate, which normally commands about 45% of all State general fund revenues, while providing for other fixed State costs and priority programs and services. Because education funding constitutes such a large part of the State's general fund expenditures, it is generally at the center of annual budget negotiations and adjustments.

In connection with the State Budget Act for fiscal year 2013-14, the State and local education agencies therein implemented the LCFF. Funding from the LCFF replaced the revenue limit funding

system and most categorical programs. See “– Allocation of State Funding to School Districts; Local Control Funding Formula” herein for more information.

**State Budget Process.** According to the State Constitution, the Governor must propose a budget to the State Legislature no later than January 10 of each year, and a final budget must be adopted no later than June 15. The budget requires a simple majority vote of each house of the State Legislature for passage. The budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. A two-thirds vote of the State Legislature is required to override any veto by the Governor. School district budgets must generally be adopted by July 1, and revised by the school board within 45 days after the Governor signs the budget act to reflect any changes in budgeted revenues and expenditures made necessary by the adopted State budget. The Governor signed the fiscal year 2019-20 State budget on June 27, 2019.

When the State budget is not adopted on time, basic appropriations and the categorical funding portion of each school district’s State funding are affected differently. Under the rule of *White v. Davis* (also referred to as *Jarvis v. Connell*), a State Court of Appeal decision reached in 2002, there is no constitutional mandate for appropriations to school districts without an adopted budget or emergency appropriation, and funds for State programs cannot be disbursed by the State Controller until that time, unless the expenditure is (i) authorized by a continuing appropriation found in statute, (ii) mandated by the State Constitution (such as appropriations for salaries of elected State officers), or (iii) mandated by federal law (such as payments to State workers at no more than minimum wage). The State Controller has consistently stated that basic State funding for schools is continuously appropriated by statute, but that special and categorical funds may not be appropriated without an adopted budget. Should the State Legislature fail to pass a budget or emergency appropriation before the start of any fiscal year, the District might experience delays in receiving certain expected revenues. The District is authorized to borrow temporary funds to cover its annual cash flow deficits, and as a result of the *White v. Davis* decision, the District might find it necessary to increase the size or frequency of its cash flow borrowings, or to borrow earlier in the fiscal year. The District does not expect the *White v. Davis* decision to have any long-term effect on its operating budgets.

**Aggregate State Education Funding.** The Proposition 98 guaranteed amount for education is based on prior-year funding, as adjusted through various formulas and tests that take into account State proceeds of taxes, local property tax proceeds, school enrollment, per-capita personal income, and other factors. The State’s share of the guaranteed amount is based on State general fund tax proceeds and is not based on the general fund in total or on the State budget. The local share of the guaranteed amount is funded from local property taxes. The total guaranteed amount varies from year to year and throughout the stages of any given fiscal year’s budget, from the Governor’s initial budget proposal to actual expenditures to post-year-end revisions, as better information regarding the various factors becomes available. Over the long run, the guaranteed amount will increase as enrollment and per capita personal income grow.

If, at year-end, the guaranteed amount is calculated to be higher than the amount actually appropriated in that year, the difference becomes an additional education funding obligation, referred to as “settle-up.” If the amount appropriated is higher than the guaranteed amount in any year, that higher funding level permanently increases the base guaranteed amount in future years. The Proposition 98 guaranteed amount is reduced in years when general fund revenue growth lags personal income growth, and may be suspended for one year at a time by enactment of an urgency statute. In either case, in subsequent years when State general fund revenues grow faster than personal income (or sooner, as the Legislature may determine), the funding level must be restored to the guaranteed amount, the obligation to do so being referred to as “maintenance factor.”

Although the California Constitution requires the State to approve a balanced State Budget Act each fiscal year, the State's response to fiscal difficulties in some years has had a significant impact upon the Proposition 98 minimum guarantee and the treatment of settle-up payments with respect to years in which the Proposition 98 minimum guarantee was suspended. The State has sought to avoid or delay paying settle-up amounts when funding has lagged the guaranteed amount. In response, teachers' unions, the State Superintendent and others sued the State or Governor in 1995, 2005, 2009 and 2011 to force them to fund schools in the full amount required. The settlement of the 1995 and 2005 lawsuits has so far resulted in over \$4 billion in accrued State settle-up obligations. However, legislation enacted to pay down the obligations through additional education funding over time, including the Quality Education Investment Act of 2006, have also become part of annual budget negotiations, resulting in repeated adjustments and deferrals of the settle-up amounts.

The State has also sought to preserve general fund cash while avoiding increases in the base guaranteed amount through various mechanisms: by treating any excess appropriations as advances against subsequent years' Proposition 98 minimum funding levels rather than current year increases; by temporarily deferring apportionments of Proposition 98 funds from one fiscal year to the next; by permanently deferring apportionments of Proposition 98 funds from one fiscal year to the next; by suspending Proposition 98, as the State did in fiscal year 2004-05, fiscal year 2010-11, fiscal year 2011-12 and fiscal year 2012-13; and by proposing to amend the State Constitution's definition of the guaranteed amount and settle-up requirement under certain circumstances.

The District cannot predict how State income or State education funding will vary over the term to maturity of the Series 2019 Bonds, and the District takes no responsibility for informing owners of the Series 2019 Bonds as to actions the State Legislature or Governor may take affecting the current year's budget after its adoption. Information about the State budget and State spending for education is regularly available at various State-maintained websites. Text of proposed and adopted budgets may be found at the website of the Department of Finance, [www.dof.ca.gov](http://www.dof.ca.gov), under the heading "California Budget." An impartial analysis of the budget is posted by the Office of the Legislative Analyst at [www.lao.ca.gov](http://www.lao.ca.gov). In addition, various State of California official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts in the State, may be found at the website of the State Treasurer, [www.treasurer.ca.gov](http://www.treasurer.ca.gov). The information referred to is prepared by the respective State agency maintaining each website and not by the District, and the District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

**2019-20 State Budget.** The Governor signed the fiscal year 2019-20 State Budget (the "2019-20 State Budget") on June 27, 2019. The 2019-20 State Budget sets forth a balanced budget for fiscal year 2019-20 that projects approximately \$143.8 billion in revenues, and \$91.9 billion in non-Proposition 98 expenditures and \$55.9 billion in Proposition 98 expenditures. The 2019-20 State Budget includes a \$1.4 billion reserve in the Special Fund for Economic Uncertainties. To provide immediate and long-term relief to school districts facing rising pension costs, the 2019-20 State Budget includes a \$3.15 billion non-Proposition 98 General Fund payment to the California State Teachers' Retirement System ("CalSTRS") and the California Public Employees' Retirement System ("CalPERS") Schools Pool. Of this amount, an estimated \$850 million will buy down the employer contribution rates in fiscal years 2019-20 and 2020-21. The 2019-20 State Budget includes total funding of \$103.4 billion (\$58.8 billion General Fund and \$44.6 billion other funds) for all K-12 education programs. The 2019-20 State Budget provides \$1.9 billion in new Proposition 98 funding for the LCFF, reflecting a 3.26% cost of living adjustment.

Certain budgeted adjustments for K-12 education set forth in the 2019-20 State Budget include the following:

- **Special Education.** The 2019-20 State Budget includes \$645.3 million ongoing Proposition 98 General Fund resources for special education, including \$152.6 million to provide for all Special Education Local Plan Areas with at least the statewide target rate for base special education funding, and \$492.7 million allocated based on the number of children ages 3 to 5 years with exceptional needs that the school district is serving.
- **After School Education and Safety Program.** The 2019-20 State Budget includes \$50 million ongoing Proposition 98 General Fund resources to provide an increase of approximately 8.3% to the per-pupil daily rate for the After School Education and Safety Program.
- **Longitudinal Data System.** The 2019-20 State Budget includes \$10 million one-time non-Proposition 98 General Fund resources to plan and develop a longitudinal data system to improve coordination across data systems and better track the impacts of State investments on achieving educational goals.
- **Retaining and Supporting Well-Prepared Educators.** The 2019-20 State Budget includes \$89.8 million one-time non-Proposition 98 General Fund resources to provide up to 4,487 grants of \$20,000 for students enrolled in a professional teacher preparation program who commit to working in a high-need field at a priority school for at least four years. The 2019-20 State Budget also includes \$43.8 million one-time non-Proposition 98 General Fund resources to provide training and resources for classroom educators, including teachers and paraprofessionals, to build capacity around key state priorities. Finally, the 2019-20 State Budget includes \$13.8 million ongoing federal funds to establish the 21st Century California Leadership Academy, to provide professional learning opportunities for public K-12 administrators and school leaders to acquire the knowledge, skills, and competencies necessary to successfully support the diverse student population served in California public schools.
- **Broadband Infrastructure.** The 2019-20 State Budget includes \$7.5 million one-time non-Proposition 98 General Fund resources to assist school districts in need of infrastructure and updates to meet the growing bandwidth needs of digital learning.
- **School Facilities Bond Funds.** The 2019-20 State Budget assumes \$1.5 billion Proposition 51 bond funds, an increase of \$906 million over the prior year, to support school construction projects.
- **Full-Day Kindergarten.** The 2019-20 State Budget includes \$300 million one-time non-Proposition 98 General Fund resources to construct new or retrofit existing facilities to support full-day kindergarten programs, which will increase participation in kindergarten by addressing barriers to access.
- **Proposition 98 Settle-Up.** The 2019-20 State Budget includes an increase of \$686.6 million for K-12 schools and community colleges to pay the balance of past year Proposition 98 funding owed through fiscal year 2017-18.

- **Classified School Employees Summer Assistance Program.** The 2019-20 State Budget includes an increase of \$36 million one-time Proposition 98 General Fund resources to provide an additional year of funding for the Classified School Employees Summer Assistance Program, which provides a State match for classified employee savings used to provide income during summer months.
- **Wildfire-Related Cost Adjustments.** The 2019-20 State Budget includes an increase of \$2 million one-time Proposition 98 General Fund resources to reflect adjustments in the estimate for property tax backfill for basic aid school districts impacted by 2017 and 2018 wildfires. Additionally, the 2019-20 State Budget includes an increase of \$727,000 one-time Proposition 98 General Fund resources to reflect adjustments to the State's student nutrition programs resulting from wildfire-related losses. Further, the 2019-20 State Budget holds both school districts and charter schools impacted by the wildfires harmless for State funding for two years.

The complete 2019-20 State Budget is available from the California Department of Finance website at [www.dof.ca.gov](http://www.dof.ca.gov). The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted therein, and such information is not incorporated herein by such reference.

***Future Budgets and Budgetary Actions.*** The District cannot predict what future actions will be taken by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors beyond the District's ability to predict or control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State's ability to fund schools during fiscal year 2019-20 and in future fiscal years. Certain factors, like an economic recession, could result in State budget shortfalls in any fiscal year and could have a material adverse financial impact on the District. As the Series 2019 Bonds are payable from *ad valorem* property taxes, the State budget is not expected to have an impact on the payment of the Series 2019 Bonds.

***Prohibitions on Diverting Local Revenues for State Purposes.*** Beginning in 1992-93, the State satisfied a portion of its Proposition 98 obligations by shifting part of the property tax revenues otherwise belonging to cities, counties, special districts, and redevelopment agencies, to school and community college districts through a local Educational Revenue Augmentation Fund ("ERAF") in each county. Local agencies, objecting to invasions of their local revenues by the State, sponsored a statewide ballot initiative intended to eliminate the practice. In response, the State Legislature proposed an amendment to the State Constitution, which the State's voters approved as Proposition 1A at the November 2004 election. That measure was generally superseded by the passage of an initiative constitutional amendment at the November 2010 election, known as "Proposition 22."

The effect of Proposition 22 is to prohibit the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services. It prevents the State from redirecting redevelopment agency property tax increment to any other local government, including school districts, or from temporarily shifting property taxes from cities, counties and special districts to schools, as in the ERAF program. This is intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. One effect of this amendment has been to deprive the State of fuel tax revenues to pay debt service on most State bonds for transportation projects, reducing the amount of State general fund resources available for other purposes, including education.

Prior to the passage of Proposition 22, the State invoked Proposition 1A to divert \$1.935 billion in local property tax revenues in 2009-10 from cities, counties, and special districts to the State to offset State general fund spending for education and other programs, and included another diversion in the adopted 2009-10 State budget of \$1.7 billion in local property tax revenues from local redevelopment agencies, which local redevelopment agencies have now been dissolved (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Assembly Bill No. 26 & *California Redevelopment Association v. Matosantos*” herein). Redevelopment agencies had sued the State over this latter diversion. However, the lawsuit was decided against the California Redevelopment Association on May 1, 2010. Because Proposition 22 reduces the State’s authority to use or shift certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget in some years – such as reducing State spending or increasing State taxes, and school and community college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State’s general fund.

***Allocation of State Funding to School Districts; Local Control Funding Formula.*** Prior to the implementation of the Local Control Funding Formula in fiscal year 2013-14, under California Education Code Section 42238 and following, each school district was determined to have a target funding level: a “base revenue limit” per student multiplied by the district’s student enrollment measured in units of average daily attendance. The base revenue limit was calculated from the district’s prior-year funding level, as adjusted for a number of factors, such as inflation, special or increased instructional needs and costs, employee retirement costs, especially low enrollment, increased pupil transportation costs, etc. Generally, the amount of State funding allocated to each school district was the amount needed to reach that district’s base revenue limit after taking into account certain other revenues, in particular, locally generated property taxes. This is referred to as State “equalization aid.” To the extent local tax revenues increased due to growth in local property assessed valuation, the additional revenue was offset by a decline in the State’s contribution; ultimately, a school district whose local property tax revenues exceeded its base revenue limit was entitled to receive no State equalization aid, and received only its special categorical aid, which is deemed to include the “basic aid” of \$120 per student per year guaranteed by Article IX, Section 6 of the Constitution. Such districts were known as “basic aid districts,” which are now referred to as “community funded districts.” School districts that received some equalization aid were commonly referred to as “revenue limit districts,” which are now referred to as “LCFF districts.” The District is an LCFF district.

Beginning in fiscal year 2013-14, the LCFF replaced the revenue limit funding system and most categorical programs, and distributes combined resources to school districts through a base grant (“Base Grant”) per unit of average daily attendance (“A.D.A.”) with additional supplemental funding (the “Supplemental Grant”) allocated to local educational agencies based on their proportion of English language learners, students from low-income families and foster youth. The LCFF was projected to have an eight year implementation program to incrementally close the gap between actual funding and the target level of funding, as described below, but achieved full implementation ahead of schedule in fiscal year 2018-19. The LCFF includes the following components:

- A Base Grant for each local education agency (“LEA”). The Base Grants are based on four uniform, grade-span base rates. For fiscal year 2019-20, the LCFF provided to school districts and charter schools: (a) a Target Base Grant for each LEA equivalent to \$8,503 per A.D.A. for kindergarten through grade 3; (b) a Target Base Grant for each LEA equivalent to \$7,818 per A.D.A. for grades 4 through 6; (c) a Target Base Grant for each LEA equivalent to \$8,050 per A.D.A. for grades 7 and 8; (d) a Target Base Grant for each LEA equivalent to \$9,572 per A.D.A. for grades 9 through 12. However, the amount of actual funding allocated to the Base Grant, Supplemental Grants and Concentration Grants will be subject to the discretion of the State. This amount includes



an adjustment of 10.4% to the Base Grant to support lowering class sizes in grades K-3, and an adjustment of 2.6% to reflect the cost of operating career technical education programs in grades 9-12. Further, this amount also includes a costs-of-living adjustment of 3.26% authorized by the 2019-20 State Budget.

- A 20% Supplemental Grant for the unduplicated number of English language learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional Concentration Grant of up to 50% of a LEA's Base Grant, based on the number of English language learners, students from low-income families and foster youth served by the LEA that comprise more than 55% of enrollment.
- An Economic Recovery Target (the "ERT") that is intended to ensure that almost every LEA receives at least their pre-recession funding level (i.e., the fiscal year 2007-08 revenue limit per unit of A.D.A.), adjusted for inflation, at full implementation of the LCFF in fiscal year 2018-19. Upon full implementation in fiscal year 2018-19, LEAs now receive the greater of the Base Grant or the ERT.

Under LCFF, for community funded districts, local property tax revenues would be used to offset up to the entire allocation under the new formula. However, community funded districts would continue to receive the same level of State aid as allocated in fiscal year 2012-13.

***Local Control Accountability Plans.*** A feature of the LCFF is a system of support and intervention for local educational agencies. School districts, county offices of education and charter schools are required to develop, implement and annually update a three-year LCAP. Each LCAP must be developed with input from teachers, parents and the community, and should describe local goals as they pertain to eight areas identified as state priorities, including student achievement, parent engagement and school climate, as well as detail a course of action to attain those goals. Moreover, the LCAPs must be designed to align with the district's budget to ensure adequate funding is allocated for the planned actions.

Each school district must submit its LCAP annually on or before July 1 for approval by its county superintendent. The county superintendent then has until August 15 to seek clarification regarding the contents of the LCAP, and the school district must respond in writing. The county superintendent can submit recommendations for amending the LCAP, and such recommendations must be considered, but are not mandatory. A school district's LCAP must be approved by its county superintendent by October 8 of each year if such superintendent finds (i) the LCAP adheres to the State template, and (ii) the district's budgeted expenditures are sufficient to implement the strategies outlined in the LCAP.

Performance evaluations are to be conducted to assess progress toward goals and guide future actions. County superintendents are expected to review and provide support to the school districts under their jurisdiction, while the State Superintendent of Public Instruction performs a corresponding role for county offices of education. The California Collaborative for Education Excellence (the "Collaborative"), a newly established body of educational specialists, was created to advise and assist local education agencies in achieving the goals identified in their LCAPs. For local education agencies that continue to struggle in meeting their goals, and when the Collaborative indicates that additional intervention is needed, the State Superintendent of Public Instruction would have authority to make changes to a local education agency's LCAP.

**Attendance and LCFF.** The following table sets forth the District’s actual and budgeted A.D.A., enrollment (including percentage of students who are English language learners, from low-income families and/or foster youth (collectively, “EL/LI Students”), and targeted Base Grant per unit of A.D.A. for fiscal years 2014-15 through 2018-19, respectively. [The A.D.A. and enrollment numbers reflected in the following table include special education.]

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
Average Daily Attendance, Enrollment and Targeted Base Grant  
Fiscal Years 2014-15 through 2018-19**

Fiscal Year		A.D.A./Base Grant				Total A.D.A.	Enrollment <sup>(6)(9)</sup>	
		K-3	4-6	7-8	9-12		Total Enrollment	Unduplicated Percentage of EL/LI Students
2014-15	A.D.A. <sup>(1)</sup> :	7,905.43	5,881.97	4,007.29	7,842.37	25,637.06	[ ]	83.43%
	Targeted Base Grant <sup>(2)(3)</sup> :	\$7,740	\$7,116	\$7,328	\$8,712	--	--	--
2015-16	A.D.A. <sup>(1)</sup> :	7,659.95	5,869.19	3,993.41	7,756.77	25,279.32	25,994	84.33%
	Targeted Base Grant <sup>(2)(4)</sup> :	\$7,820	\$7,189	\$7,403	\$8,801	--	--	--
2016-17	A.D.A. <sup>(1)</sup> :	7,563.93	5,967.79	3,950.13	7,642.45	25,124.30	25,684	84.81%
	Targeted Base Grant <sup>(2)(5)</sup> :	\$7,820	\$7,189	\$7,403	\$8,801	--	--	--
2017-18	A.D.A. <sup>(1)</sup> :	7,401.99	6,023.31	3,774.78	7,670.26	24,870.34	25,480	86.12%
	Targeted Base Grant <sup>(2)(6)</sup> :	\$7,941	\$7,301	\$7,518	\$8,939	--	--	--
2018-19	A.D.A. <sup>(1)</sup> :	7,275.17	5,836.67	3,949.12	7,576.80	24,637.76	25,066	87.35%
	Targeted Base Grant <sup>(2)(7)</sup> :	\$8,235	\$7,571	\$7,796	\$9,269	--	--	--

<sup>(1)</sup> A.D.A. for the second period of attendance, typically in mid-April of each school year.

<sup>(2)</sup> Such amounts represent the targeted amount of Base Grant per unit of A.D.A., and include the grade span adjustment, but do not include any supplemental and concentration grants under the LCFF. Such amounts were not expected to be fully funded in fiscal years shown above. However, the LCFF is now fully implemented as of the current fiscal year 2018-19, two years ahead of its anticipated implementation.

<sup>(3)</sup> Targeted fiscal year 2014-15 Base Grant amount reflects a 0.85% cost-of-living adjustment from targeted fiscal year 2013-14 Base Grant amounts.

<sup>(4)</sup> Targeted fiscal year 2015-16 Base Grant amount reflects a 1.02% cost-of-living adjustment from targeted fiscal year 2014-15 Base Grant amounts.

<sup>(5)</sup> Targeted fiscal year 2016-17 Base Grant amount reflects a 0.00% cost-of-living adjustment from targeted fiscal year 2015-16 Base Grant amounts.

<sup>(6)</sup> Targeted fiscal year 2017-18 Base Grant amount reflects a 1.56% cost-of-living adjustment from targeted fiscal year 2016-17 Base Grant amounts.

<sup>(7)</sup> Targeted fiscal year 2018-19 Base Grant amount reflects a 3.70% cost-of-living adjustment from targeted fiscal year 2017-18 Base Grant amounts. This “super COLA” amount was authorized by the 2018-19 State Budget and exceeds the statutory 2.71% cost-of-living adjustment.

<sup>(8)</sup> Reflects enrollment as of October report submitted to the California Department of Education through CBEDS for the 2013-14 and 2014-15 school years and California Longitudinal Pupil Achievement Data System (“CALPADS”) for the 2015-16 through 2017-18 school year. For purposes of calculating Supplemental and Concentration Grants, a school district’s fiscal year 2013-14 percentage of unduplicated EL/LI Students was expressed solely as a percentage of its fiscal year 2013-14 total enrollment. For fiscal year 2014-15, the percentage of unduplicated EL/LI Students enrollment was based on the two-year average of EL/LI Students enrollment in fiscal years 2013-14 and 2014-15. Beginning in fiscal year 2015-16, a school district’s percentage of unduplicated EL/LI Students was based on a rolling average of such school district’s EL/LI Students enrollment for the then-current fiscal year and the two immediately preceding fiscal years.

<sup>(9)</sup> [Describe declining enrollment in the District.]

Source: Rialto Unified School District.

The District received approximately \$272.73 million (estimated) in aggregate revenues reported under LCFF sources in fiscal year 2018-19, and has budgeted to receive approximately \$280.84 million in aggregate revenues under the LCFF in fiscal year 2019-20 (or approximately 84.40% of its general fund revenues in fiscal year 2019-20). [Such amount includes supplemental grants and concentration grants

budgeted to be approximately \$[ ] million and \$[ ] million, respectively, in fiscal year 2019-20.]

### **Local Sources of Education Funding**

The principal component of local revenues is a school district's property tax revenues, i.e., each district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. California Education Code Section 42238(h) itemizes the local revenues that are counted towards the amount allocated under the LCFF (and formerly, the base revenue limit) before calculating how much the State must provide in State aid. The more local property taxes a district receives, the less State aid it is entitled to receive. Prior to the implementation of the LCFF, a school district whose local property tax revenues exceeded its base revenue limit was entitled to receive no State aid, and received only its special categorical aid which is deemed to include the "basic aid" of \$120 per student per year guaranteed by Article IX, Section 6 of the Constitution. Such districts were known as "basic aid districts," which are now referred to as "community funded districts." School districts that received some State equalization aid were commonly referred to as "revenue limit districts." The District was a revenue limit district and is now referred to as an LCFF district.

Under the LCFF, local property tax revenues are used to offset up to the entire State aid collection under the new formula; however, community funded districts would continue to receive, at a minimum, the same level of State aid as allotted in fiscal year 2012-13. See "State Funding of Education; State Budget Process - *Allocation of State Funding to School Districts; Local Control Funding Formula*" herein for more information about the LCFF.

Local property tax revenues account for approximately 9.00% of the District's aggregate revenues reported under LCFF sources and are budgeted to be approximately \$25.27 million, or 7.59% of total general fund revenues in fiscal year 2019-20.

For information about the property taxation system in California and the District's property tax base, see the sections titled "-Property Taxation System," "-Assessed Valuation of Property Within the District," and "-Tax Charges and Delinquencies," under the caption "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2019 BONDS" in the front portion of the Official Statement.

For a discussion of legal limitations on the ability of the District to raise revenues through local property taxes, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below.

***Effect of Changes in Enrollment.*** Changes in local property tax income and A.D.A. affect LCFF districts and community funded districts differently.

In an LCFF district, such as the District, increasing enrollment increases the total amount distributed under the LCFF and thus generally increases a district's entitlement to State equalization aid, while increases in property taxes do nothing to increase district revenues, but only offset the State funding requirement of equalization aid. Operating costs increase disproportionately slowly to enrollment growth; and only at the point where additional teachers and classroom facilities are needed. Declining enrollment has the reverse effect on LCFF districts, generally resulting in a loss of State equalization aid, while operating costs decrease slowly and only when, for example, the district decides to lay off teachers or close schools.

In community funded districts, the opposite is generally true: increasing enrollment increases the amount to which the district would be entitled were it an LCFF district, but since all LCFF income (and more) is already generated by local property taxes, there is no increase in State income. Meanwhile, as new students impose increased operating costs, property tax income is stretched further. Declining enrollment does not reduce property tax income, and has a negligible impact on State aid, but eventually reduces operating costs, and thus can be financially beneficial to a community funded district.

### **Other District Revenues**

**Federal Revenues.** The federal government provides funding for several District programs, including special education programs. Federal revenues, most of which are restricted, comprise approximately 5.30% (or approximately \$17.64 million) of the District's general fund budgeted revenues for fiscal year 2019-20.

**Other State Revenues.** In addition to State apportionments for Proposition 98 funding through the Local Control Funding Formula, the District receives other State revenues, consisting primarily of restricted revenues designed to implement State mandated programs. Beginning in fiscal year 2013-14, categorical spending restrictions associated with a majority of State mandated programs were eliminated, and funding for these programs was folded into LCFF. Categorical funding for certain programs was excluded from LCFF, and school districts will continue to receive restricted State revenues to fund these programs. Other State revenues comprise approximately 6.92% (or approximately \$23.02 million) of the District's general fund budgeted revenues for fiscal year 2019-20.

A portion of such other State revenues are amounts the District expects to receive from State lottery funds, a portion of which may not be used for non-instructional purposes, such as the acquisition of real property, the construction of facilities, or the financing of research. School districts receive lottery funds proportional to their total A.D.A. The District's State lottery revenue is budgeted at approximately \$5.04 million for fiscal year 2019-20.

**Other Local Revenues.** In addition to *ad valorem* property taxes, the District receives additional local revenues from sources, such as interest income, leases and rentals, educational foundations, donations and sales of property. Other local revenues comprise approximately 3.38% (or approximately \$11.26 million) of the District's general fund budgeted revenues for fiscal year 2019-20.

### **Significant Accounting Policies and Audited Financial Reports**

The State Department of Education imposes by law uniform financial reporting and budgeting requirements for K-12 districts. Financial transactions are accounted for in accordance with the Department of Education's California School Accounting Manual. This manual, according to Section 41010 of the Education Code, is to be followed by all California school districts, including the District. Significant accounting policies followed by the District are explained in Note 1 to the District's audited financial statements for the fiscal year ended June 30, 2018, which are included as Appendix B.

Independently audited financial reports are prepared annually in conformity with generally accepted accounting principles for educational institutions. The annual audit report is generally available about six months after the June 30 close of each fiscal year.

The following tables contain data abstracted from financial statements prepared by the District's former independent auditor, Vicenti, Lloyd & Stutzman LLP ("VLS"), Certified Public Accountants, Glendora, California, for fiscal years 2013-14 through 2015-16, and by the District's current independent

auditor, CliftonLarsonAllen LLP (“CLA”), Glendora, California, for fiscal years 2016-17 and 2017-18. As of June 1, 2017, VLS was acquired by CLA.

CLA has not been requested to consent to the use or to the inclusion of its reports in this Official Statement, and it has not audited or reviewed this Official Statement. The District is required by law to adopt its audited financial statements after a public meeting to be conducted no later than January 31 following the close of each fiscal year.

The table on the following page sets forth the statement of revenues, expenditures and changes in fund balances for the District’s general fund for the fiscal years 2013-14 through 2017-18.

**RIALTO UNIFIED SCHOOL DISTRICT**  
**(County of San Bernardino, California)**  
**Statement of General Fund Revenues, Expenditures and Changes in Fund Balance**  
**Fiscal Years 2013-14 through 2017-18**

	Fiscal Year 2013-14	Fiscal Year 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18
<b>Revenues</b>					
LCFF sources:					
State apportionments	\$154,465,409	\$184,533,441	\$213,630,368	\$228,089,793	\$228,317,639
Local sources	16,574,658	14,909,742	18,426,379	21,259,101	25,674,876
Total LCFF sources	171,040,067	199,443,183	232,056,747	249,348,894	253,992,515
Federal sources	13,049,931	13,745,972	15,626,361	18,315,746	17,871,192
Other state sources	22,914,833	20,898,201	35,285,266	28,828,895	29,342,790
Other local sources	13,004,031	15,380,025	11,329,085	12,324,621	12,723,728
<b>Total Revenues</b>	<b>220,008,862</b>	<b>249,467,381</b>	<b>294,297,459</b>	<b>308,818,156</b>	<b>313,930,225</b>
<b>Expenditures</b>					
Instruction	130,033,115	145,086,416	158,681,473	176,439,172	173,272,060
Instruction-related services	26,137,040	29,057,251	32,236,703	34,350,079	42,184,096
Pupil services	20,397,323	20,436,328	23,842,760	30,057,234	31,422,351
Community services	5,246	746	476	808	927
General administration	14,023,931	14,564,932	14,991,787	15,091,098	16,150,632
Plant services	26,420,569	28,121,677	41,692,557	36,204,894	37,096,893
Other outgo	2,667,286	1,123,708	89,811	80,512	668,910
Debt service	1,051,574	1,252,560	1,250,281	1,210,645	1,541,323
<b>Total Expenditures</b>	<b>220,736,084</b>	<b>239,643,618</b>	<b>272,785,848</b>	<b>293,434,442</b>	<b>302,337,192</b>
Excess (deficiency) of revenues over expenditures	(727,222)	9,823,763	21,511,611	15,383,714	11,593,033
<b>Other Financing Sources (Uses)</b>					
Operating transfers in	-	-	-	-	1,194,351
Operating transfers out	(508,204)	(113,473)	(3,994,272)	(4,119,606)	(5,388,298)
<b>Total Other Financing Sources (Uses)</b>	<b>(508,204)</b>	<b>(113,773)</b>	<b>(3,994,272)</b>	<b>(4,119,606)</b>	<b>(4,193,947)</b>
Net change in fund balance	(1,235,426)	9,710,290	17,517,339	11,264,108	7,399,086
Fund Balance – Beginning of Year, as Originally Stated	28,322,974	26,028,563	35,738,853	53,256,192	64,520,300
Adjustment for restatement/reclassification	(1,058,985)	-	-	-	-
Fund Balance – Beginning of Year, as Restated/Reclassified	27,263,989	-	-	-	64,520,300
<b>Fund Balance – End of Year</b>	<b>\$ 26,028,563</b>	<b>\$ 35,738,853</b>	<b>\$ 53,256,192</b>	<b>\$ 64,520,300</b>	<b>\$ 71,919,386</b>

Source: Rialto Unified School District Audited Financial Reports for fiscal years 2013-14 through 2017-18.

The following table sets forth the audited general fund balance sheet of the District for fiscal years 2013-14 through 2017-18.

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
Summary of General Fund Balance Sheet  
Fiscal Years 2013-14 through 2017-18**

	Fiscal Year 2013-14	Fiscal Year 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18
<b>Assets</b>					
Cash in county treasury	\$30,564,375	\$42,121,011	\$65,315,963	\$72,533,902	\$91,727,192
Cash in revolving fund	80,000	90,000	90,000	90,000	90,000
Cash collections awaiting deposit	498,549	-	-	-	-
Accounts receivable:					
Federal and state governments	33,635,304	9,508,372	11,518,634	11,365,594	8,692,001
Miscellaneous	22,179	148,271	712,369	2,483,777	1,943,930
Due from other funds	1,071,694	1,153,456	1,709,059	1,345,653	634,738
Inventories	79,990	114,364	143,645	167,199	160,352
Prepaid expenditures	22,794	3,897	24,321	195,889	364,449
<b>Total Assets</b>	<b>\$65,974,885</b>	<b>\$53,139,371</b>	<b>\$79,513,991</b>	<b>\$88,182,014</b>	<b>\$103,612,662</b>
<b>Liabilities and Fund Balance</b>					
<b>Liabilities</b>					
Accounts payable	\$16,784,712	\$17,100,347	\$25,962,505	\$21,951,474	\$29,977,100
Unearned revenue	99,227	156,092	134,964	1,557,887	1,317,335
Tax revenue anticipation notes	22,965,000	-	-	-	-
Due to other funds	97,383	144,079	160,330	152,353	398,841
<b>Total Liabilities</b>	<b>39,946,322</b>	<b>17,400,518</b>	<b>26,257,799</b>	<b>23,661,714</b>	<b>31,693,276</b>
<b>Fund Balance</b>					
Nonspendable	182,784	208,261	257,966	453,088	614,801
Restricted	8,796,145	7,814,208	10,852,233	12,428,216	9,748,086
Assigned	2,699,205	-	31,080,425	39,450,000	23,668,256
Unassigned	14,350,429	27,716,384	11,065,568	12,188,996	37,888,243
<b>Total Fund Balance</b>	<b>26,028,563</b>	<b>35,738,853</b>	<b>53,256,192</b>	<b>64,520,300</b>	<b>71,919,386</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$65,974,885</b>	<b>\$53,139,371</b>	<b>\$79,513,991</b>	<b>\$88,182,014</b>	<b>\$103,612,662</b>

Source: Rialto Unified School District Audited Financial Reports for fiscal years 2013-14 through 2017-18.

## **District Budget Process and County Review**

State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the County of San Bernardino Superintendent of Schools.

The county superintendent must review and approve, conditionally approve or disapprove the budget no later than September 15. The county superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. In the event that the county superintendent conditionally approves or disapproves the school district's budget, the county superintendent will submit to the governing board of the school district no later than September 15 of such year written recommendations regarding revisions of the budget and the reasons for the recommendations, including, but not limited to, the amounts of any budget adjustments needed before the county superintendent can approve that budget.

The governing board of the school district, together with the county superintendent, must review and respond to the recommendations of the county superintendent on or before October 8 at a regular meeting of the governing board of the school district. The county superintendent will examine and approve or disapprove of the revised budget by November 8 of such year. If the county superintendent disapproves a revised budget, the county superintendent will call for the formation of a budget review committee. By December 31 of each year, every school district must have an adopted budget, or the Superintendent of Public Instruction (the "State Superintendent") may impose a budget and will report such school district to the State Legislature and the Department of Finance.

Subsequent to approval, the county superintendent will monitor each school district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the school district can meet its current or subsequent year financial obligations.

If, after taking various remedial actions, the county superintendent determines that a school district cannot meet its current or the subsequent year's obligations, the county superintendent will notify the school district's governing board, the State Superintendent and the president of the State board (or the president's designee) of the determination and take at least one of the following actions, and all actions that are necessary to ensure that the school district meets its financial obligations: (a) develop and impose, after also consulting with the State Superintendent and the school district's governing board, revisions to the budget that will enable the school district to meet its financial obligations in the current fiscal year, (b) stay or rescind any action inconsistent with the ability of the school district to meet its obligations for the current or subsequent fiscal year, (c) assist in developing, in consultation with the school district's governing board, a financial plan that will enable the school district to meet its future obligations, (d) assist in developing, in consultation with the school district's governing board, a budget for the subsequent fiscal year, and (e) as necessary, appoint a fiscal advisor to perform the aforementioned duties. The county superintendent will also make a report to the State Superintendent and the president of the State board or the president's designee about the financial condition of the school district and the remedial actions proposed by the county superintendent. However, the county superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the county superintendent assumed authority.



A State law adopted in 1991 (known as "A.B. 1200") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200 and the Education Code (Section 42100 et. seq.), each school district is required to file two interim certifications with the county superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that, based on then current projections, will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that, based on then current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that, based on then current projections, will not meet its financial obligations for the current fiscal year or the two subsequent fiscal years. A certification may be revised to a negative or qualified certification by the county superintendent, as appropriate. A school district that receives a qualified or negative certification for its second interim report must provide to the county superintendent, the State Controller and the State Superintendent no later than June 1, financial statement projections of the school district's fund and cash balances through June 30 for the period ending April 30.

Any school district that receives a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax and revenue anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the school district, unless the county superintendent determines that the school district's repayment of indebtedness is probable. [In the last five years, the District has not received a negative or qualified certification for an interim financial report.]

For school districts under fiscal distress, the county superintendent is authorized to take a number of actions to ensure that the school district meets its financial obligations, including budget revisions. However, the county superintendent is not authorized to approve any diversion of revenue from ad valorem property taxes levied to pay debt service on district general obligation bonds. A school district that becomes insolvent may, upon the approval of a fiscal plan by the county superintendent, request an emergency appropriation from the State, in which case the county superintendent, the State Superintendent and the president of the State board or the president's designee will appoint a trustee to serve the school district until it has adequate fiscal systems and controls in place. The acceptance by a school district of an emergency apportionment exceeding 200% of the reserve recommended for that school district constitutes an agreement that the county superintendent will assume control of the school district in order to ensure the school district's return to fiscal solvency.

In the event the State elects to provide an emergency apportionment to a school district, such apportionment will constitute an advance payment of apportionments owed to the school district from the State School Fund and the Education Protection Account. The emergency apportionment may be accomplished in two ways. First, a school district may participate in a two-part financing in which the school district receives an interim loan from the State general fund, with the agreement that the school district will subsequently enter into a lease financing with the California Infrastructure and Economic Development Bank for purposes of financing the emergency apportionment, including repaying such amounts advanced to the State general fund. State law provides that so long as bonds from such lease financing are outstanding, the recipient school district (via its administrator) cannot file for bankruptcy. As an alternative, a school district may receive an emergency apportionment from the State general fund that must be repaid in 20 years. Each year, the State Superintendent will withhold from the apportionments to be made to the school district from the State School Fund and the Education Protection Account an amount equal to the emergency apportionment repayment that becomes due that year. The

determination as to whether the emergency apportionment will take the form of a lease financing or an emergency apportionment from the State general fund will be based upon the availability of funds within the State general fund.

The following table sets forth the District's adopted general fund budgets for fiscal years 2016-17 through 2019-20, unaudited actuals for fiscal years 2016-17 and 2017-18, and estimated actuals for fiscal year 2018-19.

**RIALTO UNIFIED SCHOOL DISTRICT**  
**(County of San Bernardino, California)**  
**General Fund Budgets for Fiscal Years 2016-17 through 2019-20,**  
**Unaudited Actuals for Fiscal Years 2016-17 and 2017-18**  
**and Estimated Actuals for Fiscal Year 2018-19**

	2016-17 Original Budget	2016-17 Unaudited Actuals	2017-18 Original Budget	2017-18 Unaudited Actuals	2018-19 Original Budget	2018-19 Estimated Actuals <sup>(2)</sup>	2019-20 Original Budget
<b>REVENUES</b>							
LCFF Sources	\$247,131,866.00	\$249,348,893.35	\$253,427,047.00		\$270,943,630.00	\$272,725,914.00	\$280,842,225.00
Federal Revenue	15,216,463.00	18,315,746.00	15,423,175.00		16,639,374.00	20,078,284.59	17,639,278.00
Other State Revenue	26,030,967.92	28,828,894.70	23,052,966.58		30,250,836.00	29,094,845.05	23,023,366.00
Other Local Revenue	9,055,570.00	12,324,607.59	8,353,897.00		10,018,672.00	12,374,295.65	11,264,096.00
<b>TOTAL REVENUES</b>	<b>297,434,866.92</b>	<b>308,818,141.64</b>	<b>300,257,085.58</b>		<b>327,852,512.00</b>	<b>334,273,339.29</b>	<b>332,768,965.00</b>
<b>EXPENDITURES</b>							
Certificated Salaries	126,789,362.00	123,681,369.70	126,074,143.80		134,541,773.00	131,560,832.01	131,364,268.50
Classified Salaries	40,629,303.36	39,376,683.19	41,669,479.48		46,040,536.51	47,770,456.54	48,703,999.44
Employee Benefits	73,097,682.22	72,112,304.79	77,891,367.86		85,117,802.50	89,077,034.28	89,590,718.53
Books and Supplies	20,043,043.07	16,827,300.10	12,877,301.67		17,903,881.00	15,623,353.98	10,926,232.00
Services, Other Operating Expenses	32,868,780.26	31,738,038.69	34,972,919.79		45,823,448.44	45,002,815.70	51,402,319.83
Capital Outlay	8,883,601.00	9,407,267.07	16,440,780.00		4,428,472.00	9,086,678.30	7,149,985.00
Other Outgo (excluding Direct Support/Indirect Costs)	2,121,984.00	1,291,157.25	1,387,264.00		2,218,264.00	5,864,466.27	1,541,987.00
Transfers of Direct Support/Indirect Costs	(1,321,126.26)	(1,199,892.23)	(1,299,042.92)		(1,219,128.38)	(1,268,951.28)	(1,181,276.00)
<b>TOTAL EXPENDITURES</b>	<b>303,112,629.65</b>	<b>293,434,428.56</b>	<b>310,014,213.68</b>		<b>334,855,049.07</b>	<b>342,716,685.80</b>	<b>339,498,234.30</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(5,677,762.73)</b>	<b>15,383,713.08</b>	<b>(9,757,128.10)</b>		<b>(7,002,537.07)</b>	<b>(8,443,346.51)</b>	<b>(6,729,269.30)</b>
<b>OTHER FINANCING SOURCES (USES)</b>							
Inter-fund Transfers In	-	-	-		-	820,360.18	-
Inter-fund Transfers Out	(1,519,741.86)	(4,119,605.68)	(2,812,447.24)		(2,222,047.00)	(3,916,708.32)	(2,105,461.00)
Other Sources	-	-	-		-	905,871.17	-
<b>TOTAL, OTHER FINANCING SOURCES (USES)</b>	<b>(1,519,741.86)</b>	<b>(4,119,605.68)</b>	<b>(2,812,447.24)</b>		<b>(2,222,047.00)</b>	<b>(2,190,476.97)</b>	<b>(2,105,461.00)</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE BEGINNING BALANCE, as of July 1</b>	<b>(7,197,504.59)</b>	<b>11,264,107.40</b>	<b>(12,569,575.34)</b>		<b>(9,224,584.07)</b>	<b>(10,633,823.48)</b>	<b>(8,834,730.30)</b>
<b>ENDING BALANCE</b>	<b>\$32,635,406.71</b>	<b>\$64,520,299.61</b>	<b>\$39,404,765.31</b>		<b>\$52,603,802.46</b>	<b>\$61,025,869.62</b>	<b>\$52,191,139.62</b>
Unrestricted Balance	\$28,642,778.37	\$52,092,084.34	\$35,885,620.26		\$48,756,934.84	\$54,344,199.22	\$46,917,106.92
Restricted Balance	\$3,992,628.34	\$12,428,215.27	\$3,519,145.05		\$3,846,867.62	\$6,681,670.40	\$5,274,032.40

<sup>(1)</sup> [The figures reflected in the District's unaudited actuals for fiscal years 2016-17 and 2017-18 differ from the District's audited financial statements for these fiscal years due to \_\_\_\_\_.]

<sup>(2)</sup> Figures are projections.

Source: Rialto Unified School District adopted general fund budgets for fiscal years 2016-17 through 2019-20; unaudited actuals for fiscal years 2016-17 and 2017-18; and estimated actuals for fiscal year 2018-19.

## District Debt Structure

**Long-Term Debt Summary.** A schedule of changes in the District's long-term obligations for the year ended June 30, 2018, consisted of the following:

Long-Term Debt	Balance, July 1, 2017 <sup>(1)</sup>	Additions	Reductions	Balance, June 30, 2018	Amounts Due Within One Year
General Obligation Bonds <sup>(2)</sup>	\$ 94,854,319	-	\$5,316,923	\$ 89,537,396	\$ 5,583,494
Capital appreciation interest	22,098,187	\$ 7,954,252	1,099,807	28,952,632	1,099,807
Premium on general obligation bonds	2,308,388	-	113,361	2,195,027	-
Total general obligation bonds	119,260,894	7,954,252	6,530,091	120,685,055	6,683,301
Energy upgrades lease	-	11,500,000	796,323	10,703,677	639,286
Compensated absences	965,832	-	8,372	957,460	-
Certificates of Participation	4,995,000	-	670,000	4,325,000	4,325,000
Postemployment healthcare benefits	31,665,062	-	1,247,130	30,417,932	-
Net pension liability	245,791,872	43,113,593	-	288,905,465	-
City of Rialto redevelopment agency loan	4,961,941	-	75,000	4,886,941	80,000
<b>Total</b>	<b>\$407,640,601</b>	<b>\$62,567,845</b>	<b>\$9,326,916</b>	<b>\$460,881,530</b>	<b>\$11,727,587</b>

<sup>(1)</sup> Reflects the adoption of GASB Statement No. 75 and includes the District's postemployment healthcare benefits plan. See "Other Postemployment Benefits (OPEBs)" below for more information.

<sup>(2)</sup> Does not include the Series 2019 Bonds.

Source: Rialto Unified School District Audited Financial Report for fiscal year 2017-18.

**General Obligation Bonds.** In addition to the issuance of the Series 2019 Bonds, the District has outstanding five series of general obligation bonds, each of which is secured by *ad valorem* taxes levied upon all property subject to taxation by the District on a parity with the Series 2019 Bonds.

See "THE SERIES 2019 BONDS – Outstanding Bonds" and " – Aggregate Debt Service" in the front portion of this Official Statement for more information about such outstanding bonds.

**Certificates of Participation.** On June 27, 2006, the District caused its Certificates of Participation (2006 Capital Project) in the aggregate principal amount of \$4,770,000 (the "2006 Certificates") to be executed and delivered. [The 2006 Certificates have a maturity date of September 1, 2031 with interest rates on outstanding 2006 Certificates varying from 4.125% to 4.710%.]

On September 19, 1997, the District caused its 1997 Refunding Certificates of Participation (the "Refunding Certificates") in the amount of \$12,530,000, with the Refunding Certificates being subject to mandatory tender and remarketing in September 2002, to be executed and delivered. Interest represented by the Refunding Certificates was originally fixed through September 1, 2002. The District, the Rialto Unified School District School Facilities Corporation (the "Corporation") and the trustee for the Refunding Certificates have amended the Trust Agreement related to the Refunding Certificates to accommodate the remarketing and reoffering of the Refunding Certificates in a fixed interest mode through the respective maturity dates of the Refunding Certificates. As a result, the Refunding Certificates were reoffered at \$12,040,000 as of September 3, 2003, with the proceeds used to provide funds to purchase the Refunding Certificates from their owners. [The Refunding Certificates have a maturity date of September 1, 2020 with an interest rate of 4.65%.]

[On \_\_\_\_\_, 2018, the 2006 Certificates and Refunding Certificates were paid in full.]

For more information about outstanding Certificates of Participation, see Note 9 to the District's financial statements attached hereto as APPENDIX B – "FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018."

**Operating Leases.** The District has entered into various operating leases for land, buildings and equipment with lease terms in excess of one year. None of these agreements contain purchase options. Future minimum lease payments under these lease agreements are as follows:

Year Ending June 30,	Lease Payments
2019	\$3,783,068
2020	3,283,065
Total	\$7,066,133

Source: Rialto Unified School District Audited Financial Report for fiscal year 2017-18.

Expenditures for operating leases in fiscal year 2017-18 was approximately \$1,255,655. The District receives no sublease rental revenues nor pays any contingent rentals for these properties. For more information about Operating Leases, see Note 8 to the District's financial statements attached hereto as APPENDIX B – "FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018."

**Energy Upgrades Lease.** On October 27, 2017, the Corporation entered into a lease and assignment financing agreement with Banc of America Public Capital Corp for \$11,500,000. The proceeds will be used for District-wide heating, ventilation, and air conditioning, LED lighting and energy managements system upgrades. Repayment terms are annual payments of \$929,285 over 15 years at an interest rate of 2.70%. The annual debt service requirements for the lease is:

Year Ending June 30,	Principal	Interest
2019	\$639,286	\$288,999
2020	656,547	271,739
2021	674,274	254,012
2022	692,479	235,806
2023	711,176	217,109
2024-2028	3,854,488	786,940
2029-2032	3,475,427	237,715
Total	\$10,703,677	\$2,292,320

Source: Rialto Unified School District Audited Financial Report for fiscal year 2017-18.

**City of Rialto Redevelopment Agency Loan.** During 2005, the District entered into an agreement with the former City of Rialto Redevelopment Agency ("RDA") for a loan of \$2,717,131 for the purpose of financing the cost of labor and materials for the design, installation and/or construction of a football stadium at Rialto High School. During 2008, the District borrowed an additional \$3,390,000 to complete the project. During fiscal year 2014-15, the District was informed that the City refinanced the 2005 portion of the RDA loans with the District and the former premium was written off.

Historically, the loan has been repaid by the RDA retaining pass-through payments due the District in amounts noted on the debt service schedule below. However, given the dissolution of redevelopment agencies in California (see "– Assembly Bill No. 26 & California Redevelopment Association v. Matosantos" below for more information), the RDA has been dissolved and debt service payments are now paid directly to the City. As of June 30, 2018, future payments are as follows:

Year Ending June 30,	Principal	Interest
2019	\$80,000	\$257,434
2020	80,000	253,435
2021	85,000	249,434
2022	90,000	244,972
2023	95,000	240,113
2024 – 2028	560,000	1,114,846
2029 – 2033	1,918,574	854,309
2034 – 2038	1,978,367	272,557
<b>Total</b>	<b>\$4,886,941</b>	<b>\$3,487,100</b>

Source: Rialto Unified School District Audited Financial Report for fiscal year 2017-18.

**Other Postemployment Benefits (OPEBs).** In addition to the retirement plan benefits with CalSTRS and CalPERS (described below), the District administers a single-employer defined healthcare plan (the “Plan”). The Plan provides health, dental, vision and life insurance benefits to District employees and retirees. Retirees with at least 10 years of service may retire at age 55 and receive a District contribution equal to \$1,035 for certificated employees and \$1,151 for classified employees. District paid benefits end at age 65. Part-time classified employees who work at least 30 hours per week prior to retirement receive full benefits. Classified unit members who work at least 20 hours per week and all part-time certificated members receive a pro-rata share of the District contribution. Benefit provisions are established through negotiations between the District and the bargaining unions representing employees and are recognized annually.

The contribution requirements of the Plan members and the District are established and may be amended by the District and the District’s bargaining units. The required contribution is based on projected pay-as-you-go financing requirements. The District contributes up to the maximum of \$12,420 for certificated employees and \$13,807 for classified employees per year to eligible retirees as applicable. For fiscal year 2017-18, the District contributed \$5,651,439 to the Plan, which includes an implicit rate subsidy. For more information regarding the Plan, see Note 13 to the District’s financial statements attached hereto as APPENDIX B – “FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018.”

In June 2015, the Governmental Accounting Standards Board (“GASB”) issued Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (“Statement Number 75”). Other post-employment benefits (meaning other than pension benefits) (“OPEB”) generally include post-employment health benefits (medical, dental, vision, prescription drug and mental health), life insurance, disability benefits and long term care benefits. The objective of Statement Number 75 is to improve accounting and financial reporting by the State and local governments for OPEB by requiring the recognition of entire OPEB liability, a more comprehensive measure of OPEB expense, new note disclosures and certain required supplementary information. In addition, Statement Number 75 sets forth additional accounting methods to improve the usefulness of information about OPEB included in the general purpose external financial reports of State and local governmental OPEB plans for making decisions and assessing accountability. Statement Number 75 results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. Statement Number 75 replaces GASB Statements Number 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, as amended, and Number 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans. The District has implemented Statement No. 75 beginning with its audited financial statements for fiscal year 2017-18.

The District participates in the California Employers' Retiree Benefit Trust (CERBT) Defined Benefit Agent Multiple Employer Other Postemployment Benefits Plan (the "CERBT Plan") administered by CalPERS. CERBT consists of participating employers of the State of California and public agencies. CalPERS is governed by the Board of Administration which consists of 13 members and is responsible for the management and control of CalPERS, including the exclusive control of the administration and investment of the CERBT Plan.

The District's policy regarding the allocation of the CERBT Plan's invested assets is established and may be amended by District management. The primary objective is to maximize total CERBT Plan return, subject to the risk and quality constraints set forth in the investment guidelines. The investment objective the District has selected is the Strategy 1 Plan, which has a dual goal to seek moderate growth of income and principal. As of June 30, 2018, for the year ended on the measurement date, the annual money-weighted rate of return on investments, net of investment expense, was 6.59%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts invested.

[ ] has prepared an actuarial valuation covering the District's retiree health benefits and reports that, as of [ ], 20\_\_, the District had an unfunded actuarial accrued liability of \$[ ]. The actuarial assumptions included an investment rate of return of 6.00% per year and a medical trend rate of 6.00% per year. For fiscal year 2017-18, the District's actuarially determined OPEB expense was \$3,323,897. For more information regarding the actuarial valuation, the District's annual required contribution for fiscal year 2017-18 and the District's net OPEB obligation at June 30, 2018, as well as the basic assumptions upon which the valuation was based, see Note 13 to the District's financial statements attached hereto as APPENDIX B – "FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018."

**Tax and Revenue Anticipation Notes.** [The District did not issue tax and revenue anticipation notes ("TRANS") in fiscal year 2018-19 and does not expect to issue TRANS in fiscal year 2019-20. The District may issue TRANS or borrow funds in future fiscal years as and if necessary to supplement cash flow.]

### Employment

As [ ], 2019, the District employed [ ] employees, consisting of [ ] non-management certificated employees, [ ] certificated management employees, [ ] classified non-management employees, and [ ] classified management employees. For the year ended June 30, 2019, the total certificated and classified payrolls were estimated to be \$131.56 million and \$47.77 million, respectively. For fiscal year 2019-20, the total certificated and classified payrolls are budgeted to be approximately \$131.36 million and \$48.70 million, respectively. These employees, except management and some part-time employees, are represented by the bargaining units as noted below:

Name of Bargaining Unit	Number of FTEs Represented	Current Contract Expiration Date
Rialto Unified School District/CTA/NEA	[ ]	June 30, 2020
California School Employees Association – Ch. 203	[ ]	June 30, 2019 <sup>(1)</sup>
Communications Workers of America, Local 9588	[ ]	June 30, 2021

<sup>(1)</sup> [To be updated with information on status of negotiations.]  
Source: Rialto Unified School District.

## Retirement Benefits

The District participates in retirement plans with CalSTRS, which covers all full-time certificated District employees, including teachers and administrators, and CalPERS, which covers certain classified employees. Classified school personnel who are employed four or more hours per day may participate in CalPERS.

**CalSTRS.** Contributions to CalSTRS are fixed in statute. For fiscal year 2013-14, covered employees contributed 8.00% of salary to CalSTRS, while school districts contributed 8.25%. In addition to the teacher and school contributions, the State contributed 4.517% of teacher payroll to CalSTRS (calculated on payroll data from two fiscal years ago). Prior to fiscal year 2014-15 and unlike typical defined benefit programs such as those administered by CalPERS, neither the CalSTRS employer nor the State contribution rate varied annually to make up funding shortfalls or assess credits for actuarial surpluses. The State does pay a surcharge when the member and school district contributions are not sufficient to fully fund the basic defined benefit pension (generally consisting of 2% of salary for each year of service at age 60 referred to herein as “pre-enhancement benefits”) within a 30-year period. However, this surcharge does not apply to system-wide unfunded liability resulting from recent benefit enhancements.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 which implemented a new funding strategy for CalSTRS and increased the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% beginning in fiscal year 2015-16 until the employer contribution rate is 19.10% of covered payroll as further described below. AB 1469 increased member contributions, which were previously set at 8.00% of pay, to 10.25% of pay for members hired on or before December 31, 2012 and 9.205% of pay for members hired on or after January 1, 2013 effective July 1, 2016. However, on July 1, 2018, for members hired on or after January 1, 2013, the rate increased from 9.205% of pay to 10.250% of pay. The State’s total contribution also increased from approximately 3% in fiscal year 2013-14 to 6.828% of payroll in fiscal year 2017-18, plus the continued payment of 2.5% of payroll annual for a supplemental inflation protection program for a total of 9.328%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the CalSTRS unfunded liability by June 30, 2046. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

On February 1, 2017, the State Teachers’ Retirement Board voted to adopt revised actuarial assumptions reflecting members’ increasing life expectancies and current economic trends. The revised assumptions include a decrease from 7.50% to a 7.25% investment rate of return for the June 30, 2016 actuarial valuation, a decrease from 7.25% to a 7.00% investment rate of return for the June 30, 2017 actuarial valuation, a decrease from 3.75% to a 3.50% projected wage growth, and a decrease from 3.00% to a 2.75% price inflation factor.

As of June 30, 2017, an actuarial valuation (the “2017 CalSTRS Actuarial Valuation”) for the entire CalSTRS defined benefit program showed an estimated unfunded actuarial liability of \$107.3 billion, an increase of approximately \$10.6 million from the June 30, 2016 valuation. The funded ratios of the actuarial value of valuation assets over the actuarial accrued liabilities as of June 30, 2017, June 30, 2016 and June 30, 2015, based on the actuarial assumptions, were approximately 62.6%, 63.7% and 68.5%, respectively. Future estimates of the actuarial unfunded liability may change due to market performance, legislative actions and other experience that may differ from the actuarial assumptions. The following are certain of the actuarial assumptions set forth in the 2017 CalSTRS Actuarial Valuation: measurement of accruing costs by the “Entry Age Normal Actuarial Cost Method,” a 7.00% investment

return assumption consistent with the State Teachers' Retirement Board's decision on February 1, 2017, 3.00% interest on member accounts, projected 3.50% wage growth, projected 2.75% inflation and demographic assumptions relating to mortality rates, length of service, rates of disability, rates of withdrawal, probability of refund, and merit salary increases. The 2017 CalSTRS Actuarial Valuation also assumes that all members hired on or after January 1, 2013 are subject to the provisions of PEPRA (as defined herein). See "*Governor's Pension Reform*" below for a discussion of the pension reform measure signed by the Governor in August 2012 expected to help reduce future pension obligations of public employers with respect to employees hired on or after January 1, 2013. Future estimates of the actuarial unfunded liability may change due to market performance, legislative actions, changes in actuarial assumptions and other experiences that may differ from the actuarial assumptions.

Pursuant to Assembly Bill 1469, school district's contribution rates will increase in accordance with the following schedule:

Effective Date (July 1)	School District Contribution Rate
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	18.13
2020	19.10

Source: Assembly Bill 1469.

The following table sets forth the District's employer contributions to CalSTRS as well as the State's required non-employer contributions for fiscal years 2015-16 through 2017-18, the estimated contributions for fiscal year 2018-19 and the budgeted contributions for fiscal year 2019-20.

**RIALTO UNIFIED SCHOOL DISTRICT**  
**(County of San Bernardino, California)**  
**Contributions to CalSTRS for Fiscal Years 2015-16 through 2019-20**

Fiscal Year	District's Contribution	State's On-Behalf Contribution
2015-16	\$[12,530,465]	\$[ ]
2016-17	[15,178,376]	[ ]
2017-18	[17,434,079]	[ ]
2018-19 <sup>(1)</sup>	[ ]	[ ]
2019-20 <sup>(2)</sup>	[ ]	[ ]

<sup>(1)</sup> Estimated actuals for fiscal year 2018-19.

<sup>(2)</sup> Original adopted budget for fiscal year 2019-20.

Source: Rialto Unified School District.

The District's total employer contributions to CalSTRS for fiscal years 2015-16 through 2017-18 were equal to 100% of the required contributions for each year. With the implementation of AB 1469, the District anticipates that its contributions to CalSTRS will increase in future fiscal years as compared to prior fiscal years.

The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to CalSTRS in future fiscal years.



CalSTRS produces a comprehensive annual financial report and actuarial valuations which include financial statements and required supplementary information. Copies of the CalSTRS comprehensive annual financial report and actuarial valuations may be obtained from CalSTRS. The information presented in these reports is not incorporated by reference in this Official Statement.

**CalPERS.** All qualifying classified employees of K-12 school districts in the State are members in CalPERS, and all of such districts participate in the same plan. As such, all such school districts share the same contribution rate in each year. However, unlike school districts' participating in CalSTRS, the school districts' contributions to CalPERS fluctuate each year and include a normal cost component and a component equal to an amortized amount of the unfunded liability. Accordingly, the District cannot provide any assurances that the District's required contributions to CalPERS in future years will not significantly vary from any current projected levels of contributions to CalPERS.

School districts are currently required to contribute to CalPERS at an actuarially determined rate, which was 11.847%, 13.888% and 15.531% of eligible salary expenditures for fiscal years 2015-16, 2016-17, and 2017-18, respectively, and 18.062% of eligible salary expenditures for fiscal year 2018-19. Plan participants enrolled in CalPERS prior to January 1, 2013 contribute 7% of their respective salaries, while participants enrolled after January 1, 2013 contribute at an actuarially determined rate, which was 6% of their respective salaries in fiscal years 2015-16 and 2016-17, 6.50% in fiscal year 2017-18 and 7.00% in fiscal year 2018-19.

Since the June 30, 2015 valuation, CalPERS has employed an amortization and smoothing policy that apportions all gains and losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a five-year period. In contrast, the previous policy spread investment returns over a 15-year period with experience gains and losses spread over a rolling 30-year period. On December 21, 2016, the CalPERS Board of Administration lowered the discount rate from 7.50 percent to 7.00 percent using a three-year phase-in beginning with the CalPERS Schools Pool Actuarial Valuation as of June 30, 2017 (the "2017 CalPERS Schools Pool Actuarial Valuation"). The amounts of the pension/award benefit obligation or UAAL will vary from time to time depending upon actuarial assumptions, and actual rates of return on investments, salary scales, and levels of contribution.

The actuarial funding method used in the 2017 CalPERS Schools Pool Actuarial Valuation is the "Entry Age Normal Cost Method". The 2017 CalPERS Schools Pool Actuarial Valuation assumes, among other things, 2.75% inflation and payroll growth of 3.00% compounded annually. The 2017 CalPERS Schools Pool Actuarial Valuation reflects a discount rate of 7.375% compounded annually (net of administrative expenses) as of June 30, 2017, 7.25% compounded annually (net of administrative expenses) as of June 30, 2018, and 7.0% compounded annually (net of administrative expenses) as of June 30, 2019. The first reduction in the investment rate of return will impact the District's employer contribution rates beginning in fiscal year 2018-19. The CalPERS Board also adopted new demographic assumptions on December 19, 2017, including a reduction in the inflation assumption from 2.75% as of June 30, 2017, to 2.625% as of June 30, 2018, and finally to 2.50% as of June 30, 2019. The reduction in the inflation assumption results in decreases in both the normal cost and the accrued liabilities in the future. The overall payroll growth will be reduced from 3.0% annually as of June 30, 2017, to 2.875 as of June 30, 2018, and finally to 2.75% as of June 30, 2019.

On April 16, 2019, the CalPERS Board established the employer contribution rates for fiscal year 2019-20 and released certain information from the CalPERS Schools Pool Actuarial Valuation as of June 30, 2018, ahead of its summer 2019 release date. Based on the changes in the discount rate, inflation rate, payroll growth rate and demographic assumptions, along with expected reductions in normal cost due to the continuing transition of active members from those employees hired prior to the Implementation Date, to those hired after such date, the projected contribution for fiscal year 2020-21 is projected to be 23.6%,

with annual increases and decreases thereafter, resulting in a projected 26.5% employer contribution rate for fiscal year 2025-26.

The following table sets forth the District's total employer contributions to CalPERS for fiscal years 2015-16 through 2017-18, estimated contributions for fiscal year 2018-19 and budgeted contributions for fiscal year 2019-20.

**RIALTO UNIFIED SCHOOL DISTRICT  
(County of San Bernardino, California)  
Contributions to CalPERS for Fiscal Years 2015-16 through 2019-20**

Fiscal Year	District Contribution
2015-16	\$4,599,351
2016-17	5,770,703
2017-18	6,748,836
2018-19 <sup>(1)</sup>	8,414,630
2019-20 <sup>(2)</sup>	8,030,379

<sup>(1)</sup> Estimated actuals for fiscal year 2018-19.

<sup>(2)</sup> Original adopted budget for fiscal year 2019-20.

Source: Rialto Unified School District.

The District's total employer contributions to CalPERS for fiscal years 2014-15 through 2017-18 were equal to 100% of the required contributions for each year. With the change in actuarial assumptions described above, the District anticipates that its contributions to CalPERS will increase in future fiscal years as the increased costs are phased in. The implementation of PEPRA (see "*Governor's Pension Reform*" below), however, is expected to help reduce certain future pension obligations of public employers with respect to employees hired on or after January 1, 2013. The District cannot predict the impact these changes will have on its contributions to CalPERS in future years.

CalPERS produces a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS comprehensive annual financial report and actuarial valuations may be obtained from CalPERS Financial Services Division. The information presented in these reports is not incorporated by reference in this Official Statement.

***Governor's Pension Reform.*** On August 28, 2012, Governor Brown and the State Legislature reached agreement on a new law that reforms pensions for State and local government employees. AB 340, which was signed into law on September 12, 2012, established the California Public Employees' Pension Reform Act of 2012 ("PEPRA") which governs pensions for public employers and public pension plans on and after January 1, 2013. For new employees, PEPRA, among other things, caps pensionable salaries at the Social Security contribution and wage base, which is \$127,200 for 2017, or 120% of that amount for employees not covered by Social Security, increases the retirement age by two years or more for all new public employees while adjusting the retirement formulas, requires state employees to pay at least half of their pension costs, and also requires the calculation of benefits on regular, recurring pay to stop income spiking. For all employees, changes required by PEPRA include the prohibition of retroactive pension increases, pension holidays and purchases of service credit. PEPRA applies to all State and local public retirement systems, including county and district retirement systems. PEPRA only exempts the University of California system and charter cities and counties whose pension plans are not governed by State law. Although the District anticipates that PEPRA would not increase the District's future pension obligations, the District is unable to determine the extent of any impact PEPRA

would have on the District's pension obligations at this time. Additionally, the District cannot predict if PEPRAs will be challenged in court and, if so, whether any challenge would be successful.

The District is unable to predict what the amount of State pension liabilities will be in the future, or the amount of the contributions which the District may be required to make. CalSTRS and CalPERS are more fully described in Note 14 to the District's financial statements attached hereto as APPENDIX B – "FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018."

**GASB 67 and 68.** In June 2012, the Governmental Accounting Standards Board approved a pair of related statements, Statement Number 67, Financial Reporting for Pension Plans ("Statement Number 67"), which addresses financial reporting for pension plans, and Statement Number 68, Accounting and Financial Reporting for Pensions ("Statement Number 68"), which establishes new accounting and financial reporting requirements for governments that provide their employees with pensions. The guidance contained in these statements will change how governments calculate and report the costs and obligations associated with pensions. Statement Number 67 replaces the current requirements of Statement Number 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, for most public employee pension plans, and Statement Number 27 replaces the current requirements of Statement Number 27, Accounting for Pensions by State and Local Governmental Employers, for most government employers. The new statements also replace the requirements of Statement Number 50, Pension Disclosures, for those governments and pension plans. Certain of the major changes include: (i) the inclusion of unfunded pension liabilities on the government's balance sheet (such unfunded liabilities were typically included as notes to the government's financial statements); (ii) full pension costs are shown as expenses regardless of actual contribution levels; (iii) lower actuarial discount rates are required to be used for most plans for certain purposes of the financial statements, resulting in increased liabilities and pension expenses; and (iv) shorter amortization periods for unfunded liabilities are required to be used for certain purposes of the financial statements, which generally increases pension expenses. Statement Number 67 became effective beginning in fiscal year 2013-14, and Statement Number 68 became effective beginning in fiscal year 2014-15.

#### **Insurance, Risk Pooling and Joint Powers Agreements and Joint Ventures**

The District participates in three joint ventures under joint powers agreements ("JPAs"): Schools Excess Liability Fund (SELF), Protected Insurance Program for Schools (PIPS), and Southern California Regional Liability Excess Fund (SoCal ReliEF). Each JPA is governed by a board consisting of a representative from each member district. Each governing board controls the operations of its JPA independent of any influence by the District beyond the District's representation on the governing boards. Each JPA is independently accountable for its fiscal matters. Budgets are not subject to any approval other than that of the respective governing boards. Member districts share surpluses and deficits proportionately to their participation in the JPA. Separate financial statements for each JPA may be obtained from each respective entity.

The relationships between the District and the JPAs are such that the JPAs are not component units of the District for financial reporting purposes.

See Note 15 to the District's financial statements attached hereto as APPENDIX B—"FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018" for more information.

## CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

### Limitations on Revenues

On June 6, 1978, California voters approved Proposition 13 ("Proposition 13"), which added Article XIII A to the State Constitution ("Article XIII A"). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (iii) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

*County of Orange v. Orange County Assessment Appeals Board No. 3.* Section 51 of the Revenue and Taxation Code permits county assessors who have reduced the assessed valuation of a property as a result of natural disasters, economic downturns or other factors, to subsequently "recapture" such value (up to the pre-decline value of the property) at an annual rate higher than 2%, depending on the assessor's measure of the restoration of value of the damaged property. The constitutionality of this procedure was challenged in a lawsuit brought in 2001 in the Orange County Superior Court, and in similar lawsuits brought in other counties, on the basis that the decrease in assessed value creates a new "base year value" for purposes of Proposition 13 and that subsequent increases in the assessed value of a property by more than 2% in a single year violate Article XIII A. On appeal, the California Court of Appeal upheld the recapture practice in 2004, and the State Supreme Court declined to review the ruling, leaving the recapture law in place.

*Legislation Implementing Article XIII A.* Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

The tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of market value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

### **Article XIII B of the California Constitution**

An initiative to amend the State Constitution entitled "Limitation of Government Appropriations" was approved on September 6, 1979, thereby adding Article XIII B to the State Constitution ("Article XIII B"). Under Article XIII B state and local governmental entities have an annual "appropriations limit" and are not permitted to spend certain moneys which are called "appropriations subject to limitation" (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the "appropriations limit." Article XIII B does not affect the appropriation of moneys which are excluded from the definition of "appropriations subject to limitation," including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the "appropriations limit" is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIII B, if these entities' revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. Any proceeds of taxes received by the District in excess of the allowable limit are absorbed into the State's allowable limit.

### **Article XIII C and Article XIII D of the California Constitution**

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D ("Article XIII C" and "Article XIII D," respectively), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

### **Statutory Limitations**

On November 4, 1986, State voters approved Proposition 62, an initiative statute limiting the imposition of new or higher taxes by local agencies. The statute (a) requires new or higher general taxes

to be approved by two-thirds of the local agency's governing body and a majority of its voters; (b) requires the inclusion of specific information in all local ordinances or resolutions proposing new or higher general or special taxes; (c) penalizes local agencies that fail to comply with the foregoing; and (d) required local agencies to stop collecting any new or higher general tax adopted after July 31, 1985, unless a majority of the voters approved the tax by November 1, 1988.

Appellate court decisions following the approval of Proposition 62 determined that certain provisions of Proposition 62 were unconstitutional. However, the California Supreme Court upheld Proposition 62 in its decision on September 28, 1995 in *Santa Clara County Transportation Authority v. Guardino*. This decision reaffirmed the constitutionality of Proposition 62. Certain matters regarding Proposition 62 were not addressed in the Supreme Court's decision, such as whether the decision applies retroactively, what remedies exist for taxpayers subject to a tax not in compliance with Proposition 62, and whether the decision applies to charter cities.

### **Proposition 98 and Proposition 111**

On November 8, 1988, voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). The Accountability Act changed State funding of public education below the university level, and the operation of the State's Appropriations Limit. The Accountability Act guarantees State funding for K-12 districts and community college districts (collectively, "K-14 districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, which percentage is equal to 40.9%, or (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for growth in enrollment and inflation.

Since the Accountability Act is unclear in some details, there can be no assurance that the Legislature or a court might not interpret the Accountability Act to require a different percentage of general fund revenues to be allocated to K-14 districts than the 40.9%, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget. In any event, the Governor and other fiscal observers expect the Accountability Act to place increasing pressure on the State's budget over future years, potentially reducing resources available for other State programs, especially to the extent the Article XIII B spending limit would restrain the State's ability to fund such other programs by raising taxes.

The Accountability Act also changes how tax revenues in excess of the State Appropriations Limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 districts. Such transfer would be excluded from the Appropriations Limit for K-14 districts and the K-14 districts Appropriations Limits for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to schools is 4% of the minimum State spending for education mandated by the Accountability Act, as described above.

On June 5, 1990, California voters approved Proposition 111 (Senate Constitutional Amendment 1), which further modified the Constitution to alter the spending limit and education funding provisions of Proposition 98. Most significantly, Proposition 111 (1) liberalized the annual adjustments to the spending limit by measuring the "change in the cost of living" by the change in State per capita personal income rather than the Consumer Price Index, and specified that a portion of the State's spending limit would be adjusted to reflect changes in school attendance; (2) provided that 50% of the "excess" tax revenues,

determined based on a two-year cycle, would be transferred to K-14 districts with the balance returned to taxpayers (rather than the previous 100% but only up to a cap of 4% of the districts' minimum funding level), and that any such transfer to K-14 districts would not be built into the school districts' base expenditures for calculating their entitlement for State aid in the following year and would not increase the State's appropriations limit; (3) excluded from the calculation of appropriations that are subject to the limit appropriations for certain "qualified capital outlay projects" and certain increases in gasoline taxes, sales and use taxes, and receipts from vehicle weight fees; (4) provided that the Appropriations Limit for each unit of government, including the State, would be recalculated beginning in the 1990-91 fiscal year, based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Senate Constitutional Amendment 1 had been in effect; and (5) adjusted the Proposition 98 formula that guarantees K-14 districts a certain amount of general fund revenues, as described below.

Under prior law, K-14 districts were guaranteed the greater of (a) 40.9% of general fund revenues (the "first test") or (b) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the "second test"). Under Proposition 111, school districts would receive the greater of (a) the first test, (b) the second test or (c) a third test, which would replace the second test in any year when growth in per capita general fund revenues from the prior year was less than the annual growth in State per capita personal income. Under the third test, school districts would receive the amount appropriated in the prior year adjusted for change in enrollment and per capita general fund revenues, plus an additional small adjustment factor. If the third test were used in any year, the difference between the third test and the second test would become a "credit" to be paid in future years when general fund revenue growth exceeds personal income growth.

#### ***Assembly Bill No. 26 & California Redevelopment Association v. Matosantos***

On February 1, 2012, pursuant to the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, Assembly Bill No. 26 (First Extraordinary Session) ("AB1X 26") dissolved all redevelopment agencies in existence and designated "successor agencies" and "oversight boards" to satisfy "enforceable obligations" of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies. With limited exceptions, all assets, properties, contracts, leases, records, buildings and equipment, including cash and cash equivalents of a former redevelopment agency were transferred to the control of its successor agency and, unless otherwise required pursuant to the terms of an enforceable obligation, distributed to various related taxing agencies pursuant to AB1X 26.

It is possible that there will be additional legislation proposed and/or enacted to clarify various inconsistencies contained in AB1X 26 and there may be additional legislation proposed and/or enacted in the future affecting the current scheme of dissolution and winding up of redevelopment agencies currently contemplated by AB1X 26. For example, AB 1484 was signed by the Governor on June 27, 2012, to clarify and amend certain aspects of AB1X 26. AB 1484, among other things, attempts to clarify the role and requirements of successor agencies, provides successor agencies with more control over agency bond proceeds and properties previously owned by redevelopment agencies and adds other new and modified requirements and deadlines. AB 1484 also provides for a "tax claw back" provision, wherein the State is authorized to withhold sales and use tax revenue allocations to local successor agencies to offset payment of property taxes owed and not paid by such local successor agencies to other local taxing agencies. This "tax claw back" provision has been challenged in court by certain cities and successor agencies. The District cannot predict the outcome of such litigation and what effect, if any, it will have on the District. Additionally, no assurances can be given as to the effect of any such future proposed and/or enacted legislation on the District.

## **Proposition 30 and Proposition 55**

On November 6, 2012, voters approved Proposition 30, also referred to as the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment. Proposition 30 temporarily (a) increased the personal income tax on certain of the State's income taxpayers by one to three percent for a period of seven years beginning with the 2012 tax year and ending with the 2019 tax year, and (b) increased the sales and use tax by one-quarter percent for a period of four years beginning on January 1, 2013 and ending with the 2016 tax year. The revenues generated from such tax increases are included in the calculation of the Proposition 98 minimum funding guarantee (see "Proposition 98 and Proposition 111" above). The revenues generated from such temporary tax increases are deposited into a State account created pursuant to Proposition 30 (the Education Protection Account), and 89% of the amounts therein are allocated to school districts and 11% of the amounts therein are allocated to community college districts.

The Proposition 30 sales and use tax increases expired at the end of the 2016 tax year. Under Proposition 30, the personal income tax increases were set to expire at the end of the 2018 tax year. However, the California Tax Extension to Fund Education and Healthcare Initiative ("Proposition 55"), approved by the voters on November 8, 2016, extends by 12 years the temporary personal income tax increases on incomes over \$250,000 that was first enacted by Proposition 30; Proposition 55 did not extend the sales and use tax increases imposed by Proposition 30. Revenues from the income tax increase under Proposition 55 will be allocated to school districts and community colleges in the State.

### **Applications of Constitutional and Statutory Provisions**

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. For a discussion of how the provisions of Proposition 98 have been applied to school funding see "DISTRICT FINANCIAL MATTERS — State Funding of Education; State Budget Process."

### **Proposition 2**

**General.** Proposition 2, which included certain constitutional amendments to the Rainy Day Fund and, upon its approval, triggered the implementation of certain provisions which could limit the amount of reserves that may be maintained by a school district, was approved by the voters in the November 2014 election.

**Rainy Day Fund.** The Proposition 2 constitutional amendments related to the Rainy Day Fund (i) require deposits into the Rainy Day Fund whenever capital gains revenues rise to more than 8% of general fund tax revenues; (ii) set the maximum size of the Rainy Day Fund at 10% of general fund revenues; (iii) for the next 15 years, require half of each year's deposit to be used for supplemental payments to pay down the budgetary debts or other long-term liabilities and, thereafter, require at least half of each year's deposit to be saved and the remainder used for supplemental debt payments or savings; (iv) allow the withdrawal of funds only for a disaster or if spending remains at or below the highest level of spending from the past three years; (v) require the State to provide a multiyear budget forecast; and (vi) create a Proposition 98 reserve (the "Public School System Stabilization Account") to set aside funds in good years to minimize future cuts and smooth school spending. The State may deposit amounts into such account only after it has paid all amounts owing to school districts relating to the Proposition 98 maintenance factor for fiscal years prior to fiscal year 2014-15. The State, in addition, may not transfer funds to the Public School System Stabilization Account unless the State is in a Test 1 year under Proposition 98 or in any year in which a maintenance factor is created.



**SB 858.** Senate Bill 858 (“SB 858”) became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the Public School System Stabilization Account, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an A.D.A. of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an A.D.A. that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances.

The District, which has an A.D.A. of less than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 3% of its general fund expenditures and other financing uses.

**SB 751.** Senate Bill 751 (“SB 751”), enacted on October 11, 2017, alters the reserve requirements imposed by SB 858. Under SB 751, in a fiscal year immediate after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds 3% of the combined total general fund revenues appropriated for school districts and allocated local proceeds of taxes for that fiscal year, a school district budget that is adopted or revised cannot have an assigned or unassigned ending fund balance that exceeds 10% of those funds. SB 751 excludes from the requirements of those provisions basic aid school districts (also known as community funded districts) and small school districts having fewer than 2,501 units of average daily attendance.

The Series 2019 Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law. Accordingly, the District does not expect SB 858 or SB 751 to adversely affect its ability to pay the principal of and interest on the Series 2019 Bonds as and when due.

#### **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C, Article XIII D, as well as Propositions 2, 30, 55, 62, 98, 111 and 218, were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time other initiative measures could be adopted, further affecting District revenues or the District’s ability to expend revenues.

**APPENDIX B**

**FINANCIAL STATEMENTS OF THE DISTRICT  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

**APPENDIX C**

**PROPOSED FORM OF OPINION OF BOND COUNSEL**

*Upon the delivery of the Series 2019 Bonds, Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District, proposes to render its final approving opinion with respect to the Series 2019 Bonds in substantially the following form:*

**APPENDIX D**  
**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

## APPENDIX E

### COUNTY OF SAN BERNARDINO INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF INVESTMENT POOL

*The following information has been furnished by the Office of the Auditor-Controller/Treasurer/Tax Collector, County of San Bernardino (the "County Treasurer"). It describes (i) the policies applicable to investment of District funds, including bond proceeds and tax levies, and funds of other agencies held by the County Treasurer and (ii) the composition, carrying amount, market value and other information relating to the investment pool. Further information may be obtained directly from the Auditor-Controller/Treasurer/Tax Collector of the County of San Bernardino, 268 West Hospitality Lane, San, San Bernardino, California 92415.*

*Neither the District nor the Underwriter has made an independent investigation of the investments in the Pools and has made no assessment of the current Investment Policy. The value of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the County Board of Supervisors, may change the Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described herein.*

## APPENDIX F

### BOOK-ENTRY ONLY SYSTEM

*The information in this appendix has been provided by DTC for use in securities offering documents, and the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Series 2019 Bonds or (b) certificates representing ownership interest in or other confirmation of ownership interest in the Series 2019 Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement.*

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2019 Bonds (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the

Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.



**APPENDIX G**

**TABLE OF ACCRETED VALUES OF CAPITAL APPRECIATION BONDS**

**APPENDIX H**  
**SPECIMEN MUNICIPAL BOND INSURANCE POLICY**

**E MINUTES**

**MINUTES  
RIALTO UNIFIED SCHOOL DISTRICT  
DR. JOHN R. KAZALUNAS EDUCATION CENTER  
182 EAST WALNUT AVENUE, RIALTO, CA 92376**

**July 10, 2019**

**A. OPENING**

**CALL TO ORDER AND ROLL CALL**

The regular meeting of the Board of Education of the Rialto Unified School District was called to order at 6:00 p.m. by President Montes at the Dr. John R. Kazalunas Education Center, 182 East Walnut Avenue, Rialto, CA 92376.

Members present: Edgar Montes, President; Joseph Ayala, Member; and Joseph W. Martinez, Member. Nancy G. O'Kelley, Vice President was absent and Dina Walker, Clerk arrived at 6:15 p.m.

Administrators present: Cuauhtémoc Avila, Ed.D., Superintendent; Darren McDuffie, Ed.D., Lead Strategic Agent: Strategic, Congruence and Social Justice; Mohammad Z. Islam, Associate Superintendent, Business Services; Kelly Bruce, Lead Innovation Agent, Education Services; and Rhea McIver Gibbs, Lead Personnel Agent. Also present was Martha Degortari, Personnel Specialist.

**OPEN SESSION**

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

There were no comments.

**CLOSED SESSION**

Upon a motion by Member Martinez, seconded by Member Ayala, and approved by a unanimous 3-0 vote, the Board of Education entered into closed session at 6:02 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)

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, Lead Personnel Agent, Personnel Services.  
Employee organizations: California School Employees Association, Chapter 203 (CSEA), Rialto Education Association (REA), Communications Workers of America (CWA)
4. **CONFERENCE WITH LABOR NEGOTIATOR** (Government Code section 54957.6)  
Designated Representative: Board President, Edgar Montes  
Unrepresented Employee: Superintendent
5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Government Code section 54957)  
Title: Superintendent

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

Upon a motion by Member Martinez seconded by Clerk Walker, and passed by a unanimous 4-0 vote, closed session adjourned at 7:20 p.m.

#### **OPEN SESSION RECONVENED – 7:20 P.M.**

*President Montes announced the following:*

***AT THE DIRECTION OF THE BOARD OF EDUCATION, BOARD MEETINGS ARE RECORDED, BROADCASTED, AND STREAMED LIVE, AND MAY CAPTURE IMAGES AND SOUNDS OF THOSE ATTENDING THE MEETING.***

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

Administrators present: Cuauhtémoc Avila, Ed.D., Superintendent; Darren McDuffie, Ed.D., Lead Strategic Agent: Strategics, Congruence and Social Justice; Mohammad Z. Islam, Associate Superintendent, Business Services; Kelly Bruce, Lead Innovation Agent, Education Services; and Rhea McIver Gibbs, Lead Personnel Agent. Also present was Martha Degortari, Personnel Specialist, and Jose Reyes, Interpreter.

#### **PLEDGE OF ALLEGIANCE**

(Ref. E 1.2)

Students Alex Gau from Kucera Middle School and Christian Gau from Kolb Middle School led the Pledge of Allegiance.

## **REPORT OUT OF CLOSED SESSION**

Superintendent Avila reported that in closed session the Board of Education, by a 3-0 vote, took the following action (Nancy G. O'Kelley, Vice President and Dina Walker, Clerk were not present):

- Accepted the administrative appointment of Natasha Harris Dawson, High School Assistant Principal, Carter High School.

In closed session the Board of Education, by a 4-0 vote, took the following action (Dina Walker, Clerk arrived at 6:15 p.m.):

- Accepted the administrative appointment of Kayla Galindo, Information Systems Agent, at Information Technology.

## **ADOPTION OF AGENDA**

Upon a motion by Member Martinez, seconded by Clerk Walker, the Agenda was adopted by a unanimous 4-0 vote by the Board of Education. Items (Ref. H 9.1, Ref. H. 17.1, and Ref. K 1.1) were pulled from the Agenda.

### **B. PRESENTATIONS**

1. Presentation from Davis Demographics regarding the recommendation of the District's Boundary Advisory Committee for new elementary attendance boundary adjustments effective the 2020-2021 school year.

### **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.

Kiana Maldonado, Field Representative for County Supervisor, Josie Gonzalez, introduced herself and welcomed the community to reach out to her when questions arise in areas such as Medi-Cal, in-home services for seniors, nutrition services, housing, etc. She serves as the County Liaison for the entire City of Rialto. She offered digital media cards with a QR code, which when downloaded, will guide you to the County website and all services offered by the County.

Ms. Paula Bailey, Community Member, introduced two students who have participated in this year's Nutrition Services summer program. Alex Gau,

(Ref. E 1.3)

who will be attending Kucera Middle School thanked the Nutrition Services for the “Pump It Up” barbeque where she has had a lot of fun participating in the activities offered at Rialto City Park, which include sports, dogs and food.

Christian Gau, Kolb Middle School student, also had a lot of fun at the “Pump It Up” barbeque, where there was a chance to win a bike. He also enjoyed the barbeque at Eisenhower where there was an obstacle course.

Mirna Ruiz, PTA President, thanked Nutrition Services for their “Pump It Up” barbeque and for all other events that Nutrition Services has put together which bring smiles to so many community members who may not have the opportunity to leave Rialto during the summer on vacation. She also talked about the PTA item which was pulled from the agenda. She understands it is a long process and they will be working with the District on those partnerships. She requested communication to take place early next time to help facilitate the process. She shared that PTA is so much more than just fundraising.

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)

Chris Cordasco, CSEA Chapter President, shared that as the summer winds down and we start preparing for a new school year, he is looking forward to all the new faces. He complemented Personnel Services on the superb job and historic hiring which has taken place this year. He also shared that eight (8) delegates from the chapter will be attending the CSEA Conference the end of July. He also thanked Dr. Avila for meeting with him as he said he would. He shared that the meeting had a very positive outcome.

Angela Brantley, RSMA President Elect, congratulated the new administrators who were appointed at tonight’s meeting. She is excited about the leadership conference scheduled for the end of the week and welcomed all new administrators.

4. Comments from the Superintendent

(Ref. E 1.4)

5. Comments from Members of the Board of Education

**D. PUBLIC HEARING**

**OPEN PUBLIC HEARING**

1. Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for April – June 2019.

**CONSENT CALENDAR ITEMS**

Upon a motion by Member Martinez, seconded by Clerk Walker, items E – J, except for items H 9 and H 17 which were pulled from the agenda, were approved by a 4-0 vote by the Board of Education.

**E. MINUTES**

1. Approve the minutes of the Regular Board of Education meeting held June 26, 2019.

**F. GENERAL FUNCTIONS CONSENT ITEMS**

1. Second reading of revised Board Policy 3510(a-e); Business and Noninstructional Operations: Green School Operations.
2. Second reading of revised Board Policy 3511(a-d); Business and Noninstructional Operations: Energy and Water Management.
3. First Reading of revised Board Policy 6142.6(a-c); Instruction: Visual and Performing Arts Education.

**G. INSTRUCTION CONSENT ITEMS**

1. Approve the planning, management, and production services of The United College Action Network, Inc. (U-CAN) to bring the 20<sup>th</sup> Annual Historically Black Colleges and Universities Recruitment Fair to be held at A.B. Miller High School in Fontana on September 17, 2019, from 8:00 a.m. to 12:30 p.m. for all Rialto Unified School District seniors.

**H. BUSINESS AND FINANCIAL CONSENT ITEMS**

1. Approve Warrant Listing Register and Purchase Order Listing for all funds from June 8, 2019 through June 24, 2019, (sent under separate cover to Board Members). A copy for public review will be available at the Board Meeting.

(Ref. E 1.5)



2. Accept the listed donations from Lifetouch National School Studio; General Mills, Box Top Education; Your Cause, Wells Fargo Foundation; Russel & Linda Silva; and Dell Financial Services, LLC; and request that a letter of appreciation be sent to each donor.
3. Approve a Division of the State Architect (DSA) required agreement with PF Vision Inc. for the Inspector of Record (IOR) Site Work for three (3) additional relocatable classrooms at Dollahan Elementary School in the summer of 2019, for a total cost not-to-exceed \$10,000.00, to be paid from the Capital Facilities Fund.
4. Approve a Division of the State Architect (DSA) required agreement with PF Vision, Inc. for the Inspector of Record (IOR) Site Work for three (3) additional relocatable classrooms at Dunn Elementary School in the summer of 2019, for a total cost not-to-exceed \$10,000.00, to be paid from the Capital Facilities Fund.
5. Approve a Division of the State Architect (DSA) required agreement with John R. Byerly, Inc. as the engineering firm to provide a testing laboratory for material tests, structural tests, and special inspection services during the construction of three (3) additional relocatable classrooms at Dollahan Elementary School for a total cost not-to-exceed \$14,904.00 to be paid from the Capital Facilities Fund.)
6. Approve a Division of the State Architect (DSA) required agreement with John R. Byerly, Inc. as the engineering firm to provide a testing laboratory for material tests, structural tests, and special inspection services during the construction of three (3) additional relocatable classrooms at Dunn Elementary School for a total cost not-to-exceed \$11,813.00 to be paid from the Capital Facilities Fund.
7. Approve an agreement with California State University San Bernardino (CSUSB) Federal Work-Study Program to provide college student tutors for Morgan Elementary School, effective August 1, 2019 through June 30, 2020, at a cost of \$4,500.00 to be paid from the General Fund.
8. Approve an agreement with ED21 to provide professional development at Morgan Elementary School, effective August 1, 2019 through June 30, 2020, at a cost of \$10,000.00 to be paid from the General Fund.
- Item (Ref. H 9.1) was pulled from the agenda.**
9. ~~Approve an agreement with Interquest Detection Canines (Interquest) to provide contraband inspection services utilizing non-aggressive contraband detection canines effective July 11, 2019 through June 30,~~

(Ref. E 1.6)

~~2020. Interquest will provide 35 full day safety inspection visits for the 2019-2020 school year at \$520.00 per team, at a cost of \$18,200.00 to be paid from the General Fund.~~

10. Approve an agreement with Franklin Covey to provide support for the continued implementation of The Leader In Me at Dollahan Elementary School from July 11, 2019 through June 30, 2020, at a cost of \$7,500.00 to be paid from Title I Fund.
11. Approve an agreement with the Parent Institute for Quality Education (PIQE) for a minimum of sixty (60) parents to participate in the PIQE training held at Carter High School, effective August 29, 2019 through November 21, 2019, at a cost of \$15,000.00 to be paid from the General Fund.
12. Approve an agreement with Young Women's Empowerment Foundation to provide social-emotional and academic counseling to thirty (30) female students weekly at Jehue Middle School effective August 5, 2019 through May 30, 2020, at a cost of \$15,000.00 to be paid from the General Fund.
13. Approve an agreement with University of California, Riverside Extension, for the entire Gifted and Talented Education (GATE) certificate program, to support up to twenty-five (25) certificated staff members in earning the GATE certificate, effective August 1, 2019 through June 30, 2020, at a cost of \$18,000.00 to be paid from the General Fund.
14. Approve an agreement with PERSEUS House to conduct Aggression Replacement training for Therapeutic Behavioral Strategists and School Psychologists, effective July 11, 2019 through June 30, 2020, at a cost of \$11,000.00 to be paid from the General Fund.
15. Approve consolidated application submission for federal program funding for the 2019-2020 school year.
16. Approve the agreement with School Loop, Inc., for a one (1) year subscription for the use of webpages throughout the Rialto Unified School District, effective July 1, 2019, through June 30, 2020, at a cost of \$24,000.00 to be paid from Title I, Part A and/or General Fund.

**Item (Ref. H 17.1) was pulled from the agenda.**

17. ~~It is recommended that the Board of Education approve the following school-connected organizations of Parent Teacher Associations (PTA) for Bemis, Boyd, Casey, Fitzgerald, Garcia, Henry, Kelley, Kordyak, Morgan, Preston, and Trapp Elementary Schools; Jehue, Kolb, and Kucera Middle~~

(Ref. E 1.7)

~~Schools; and Carter and Eisenhower High Schools, for the 2019-2020 school year.~~

**I. FACILITIES PLANNING CONSENT ITEM**

1. Accept the work completed as of January 29, 2019 by Emyrean Plumbing, Inc. for all work required in connection with the Eisenhower High School Performing Art Center Project, Category 18 – Plumbing, and authorize District personnel to file a Notice of Completion with the San Bernardino County Recorder.
2. Accept the work completed as of January 29, 2019 by Fischer, Inc. for all work required in connection with the Eisenhower High School Performing Art Center Project, Category 20 – Fire Sprinklers, and authorize District personnel to file a Notice of Completion with the San Bernardino County Recorder.

**J. PERSONNEL SERVICES CONSENT ITEMS**

- 1-2. Approve Personnel Report No. 1218 for classified and certificated employees.
3. Adopt resolution No. 19-20-01 authorizing the Lead Personnel Agent, Personnel Services, to employ or assign identified individuals additional time to complete the requirements for the credential that authorizes the service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options. This includes waivers to employ or assign identified individuals when the employing agency finds there is an insufficient number of certificated persons who meet the specified employment criteria for the position.

**K. DISCUSSION/ACTION ITEMS**

**Item (Ref. K 1.1) was pulled from the Agenda**

1. ~~Deny liability Claim No. 18-19-12~~

Upon a motion by Clerk Walker, seconded by Member Martinez item K2 was approved by a 4-0 vote by the Board of Education.

2. Award Bid No. 18-19-012 for Modernization of Building “R” at Eisenhower High School to IVL Contractors, Inc., in the amount of \$735,000.00, to be paid from Measure Y Series C Fund – Fund 21.

(Ref. E 1.8)

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

3. Renew the agreement with McGraw Hill Education for 13,500 licenses for the online ALEKS program for students in grades 6-12, effective August 1, 2019 through June 30, 2020, at a cost of \$242,595.00, to be paid from the General Fund.

Upon a motion by Member Martinez, seconded by President Montes, Item K4 was approved by a 3-1 vote by the Board of Education. The vote was as follows:

The vote was as follows:

President Montes – Aye

Vice President O’Kelley – Absent

Clerk Walker – No

Member Ayala – Aye

Member Martinez - Aye

4. Approve a Memorandum of Understanding with the City of Rialto for two (2) years to provide three (3) School Resource Officers (SRO) to serve at three (3) high schools and four (4) middle schools within the District, effective July 1, 2019 through June 30, 2021, at a cost of \$155,000.00 per year, for a total cost of \$310,000.00, to be paid from the General Fund.

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

5. Approve an agreement with THINK Together, Inc., to provide the 21<sup>st</sup> Century Community Learning Center (CCLC) After School Safety and Enrichment for Teens (ASSETS) Program services at Eisenhower High School, effective July 11, 2019 through June 30, 2024, at a total cost of \$1,187,500.00, to be paid from the General Fund.

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

6. Approve to accept the K-12 Strong Workforce Program Grant in the amount of \$270,900.00, effective July 1, 2019 through December 31, 2021.

Upon a motion by Clerk Walker, seconded by Member Ayala, Item K7 was approved by a 4-0 vote by the Board of Education.

7. Adopt Resolution No. 19-20-02 excusing the absence of Board Vice President Nancy G. O'Kelley from the Wednesday, June 26, 2019, Regular Meeting of the Board of Education.

President Montes announced the following:

The next regular meeting of the Board of Education of the Rialto Unified School District will be held on Wednesday, August 14, 2019, 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.

**L. ADJOURNMENT**

Upon a motion by Clerk Walker, seconded by Member Ayala and approved by a 4-0 vote by the Board of Education, the meeting was adjourned at 8:44 p.m.

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Clerk, Board of Education

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Secretary, Board of Education

**F GENERAL FUNCTIONS CONSENT**



## RIALTO UNIFIED SCHOOL DISTRICT

### Instruction

BP 6142.6(a)

### VISUAL AND PERFORMING ARTS EDUCATION

The Governing Board believes that visual and performing arts are essential to a well-rounded educational program and should be an integral part of the course of study offered to students at all grade levels. The district's arts education program shall ~~provide opportunities for creation, performance, and appreciation of the arts~~ **be designed to foster students' artistic competencies, cultivate students' appreciation and understanding of the arts in ways that are enjoyable, fulfilling, and transferable to students' personal, academic, and professional endeavors, and support students to fully engage in lifelong arts learning.**

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

The Board shall adopt academic standards for dance, **media arts**, music, theatre, and visual arts that **lead to artistic literacy and promote access and equity in the arts. District standards shall** describe the skills, knowledge, and abilities that students ~~shall be~~ **are** expected to possess at each grade level ~~and. The district's standards shall meet or exceed state standards for each of these disciplines.~~

*(cf. 0415 - Equity)*

*(cf. 6011 - Academic Standards)*

The Superintendent or designee shall develop a sequential curriculum for dance, **media arts**, music, theatre, and visual arts which is consistent with the state curriculum framework and includes the ~~following strands~~ **following artistic processes**:

- ~~1. Artistic perception: processing, analyzing, and responding to sensory information through the use of language and skills unique to each arts discipline~~
- ~~2. Creative expression: composing, arranging, and performing a work and using a variety of means to communicate meaning and intent in one's own original works~~
- ~~3. Historical and cultural context: understanding the historical contributions and cultural dimensions of an arts discipline~~
- ~~4. Aesthetic valuing: analyzing and critically assessing works of dance, music, theatre, and visual arts~~

**VISUAL AND PERFORMING ARTS EDUCATION (continued)**

~~5. Connections, relationships, and applications: connecting, comparing, and applying what is learned in one arts discipline to learning in the other arts, other subject areas, and careers~~

**1. Creating: conceiving and developing new artistic ideas and work**

**2. Performing/producing/presenting: realizing artistic ideas and work through interpretation and presentation**

**3. Responding: understanding and evaluating how the arts convey meaning**

**4. Connecting: relating artistic ideas and work with personal meaning and external content**

*(cf. 6141 - Curriculum Development and Evaluation)*

The Board shall adopt standards-based instructional materials for visual and performing arts ~~in accordance with applicable law, Board policy, and administrative regulation,~~ which may incorporate a variety of media and technologies.

*(cf. 0400 0440 - District Technology Plan)*

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6162.6 - Use of Copyrighted Materials)*

*(cf. 6163.1 - Library Media Centers)*

As appropriate, the Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of and ability to teach the arts and to implement ~~adopted instructional materials~~ **the district's arts education program.**

*(cf. 4131 - Staff Development)*

The Superintendent or designee shall encourage the integration of community arts resources into the educational program. Such resources may include opportunities for students to attend musical and theatrical performances, observe the works of accomplished artists, and work directly with artists-in-residence and volunteers. In addition, the Superintendent or designee may collaborate with community organizations to share resources and seek grant opportunities.

*(cf. 1230 - School-Connected Organizations)*

*(cf. 1240 - Volunteer Assistance)*

*(cf. 1260 - Educational Foundation)*

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

*(cf. 3290 - Gifts, Grants and Bequests)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6153 - School-Sponsored Trips)*



**VISUAL AND PERFORMING ARTS EDUCATION (continued)**

The Superintendent or designee shall regularly evaluate the implementation of **the district's arts education program** at each grade level and report to the Board regarding its effectiveness in enabling students to meet academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

*Legal Reference:*

EDUCATION CODE

8950-8957 *California summer school for of the arts*

32060-32066 *Toxic art supplies*

35330-35332 *Field trips*

51210 *Course of study, grades 1-6*

51220 *Course of study, grades 7-12*

51225.3 *Graduation requirements*

58800-58805 *Specialized secondary programs*

60200-602103 *Instructional materials, elementary schools*

60400-60411 *Instructional materials, high schools*

99200-992064 *Subject matter projects*

*Management Resources:*

CALIFORNIA ALLIANCE FOR ARTS EDUCATION PUBLICATIONS

Parents' Guide to the Visual and Performing Arts in California Public Schools

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Arts Framework for Public Schools, Kindergarten through Grade Twelve

California Arts Standards for Public Schools, Prekindergarten through Grade Twelve, January 2019

Visual and Performing Arts Framework for California Public Schools: Kindergarten through Grade Twelve, 2004

Visual and Performing Arts Content Standards, January 2001

Arts Education Program Toolkit: A Visual and Performing Arts Program Assessment Process, 2001

WEB SITES:

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

Arts Education Partnership: <http://aep-arts.org>

California Alliance for Arts Education: <http://www.artsed411.org>

California Arts Council: <http://www.cac.ca.gov>

California Art Education Association: <http://www.caea-arteducation.org>

California Association for Music Education: <http://www.actaonline.org/content/california-association-music-education>

California Dance Education Association: <http://www.cdeadance.org>

California Department of Education, Visual and Performing Arts: <http://www.cde.ca.gov/ci/vp>

California Educational Theatre Association: <http://www.cetoweb.org>

California Music Educators Association: <http://www.calmusiced.com>

The California Arts Project: <http://csmp.ucop.edu/tcap>

Policy

adopted: September 22, 1999

revised: June 11, 2008

revised: June 15, 2016

revised:

**RIALTO UNIFIED SCHOOL DISTRICT**

Rialto, California



## RIALTO UNIFIED SCHOOL DISTRICT

### Instruction

BP 6163.2(a)

### ANIMALS AT SCHOOL

The Board of Education recognizes that animals can contribute to the district's instructional program by being effective teaching aids to students and by assisting individuals with disabilities to access district programs and activities. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 6142.4 - Service Learning/Community Service Classes)
- (cf. 6159 - Individualized Education Program)
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
- (cf. 6164.6 - Identification and Education Under Section 504)

A teacher may bring an animal to school or arrange for students in his/her class to bring an animal to school for instructional purposes upon written permission from the principal or designee and parent, and subject to administrative regulation and other reasonable health, safety, and sanitation precautions. Teachers shall be responsible for ensuring that animals are strictly controlled and for ensuring that all such precautions are observed so as to protect both the students and the animal.

- (cf. 5141 - Health Care and Emergencies)
- (cf. 5141.22 - Infectious Diseases)
- (cf. 5142 - Safety)
- (cf. 5145.8 - Refusal to Harm or Destroy Animals)
- (cf. 6142.93 - Science Instruction)
- (cf. 6145.8 - Assemblies and Special Events)

Individuals with disabilities may be accompanied by specially trained guide dogs, signal dogs, or service dogs on school premises or on school transportation. (Education Code 39839; Civil Code 54.2)

#### **Limited Inquiries Related to the Service Animal**

**The District is permitted to ask two questions related to the service animal: (1) if the animal is required because of a disability; and (2) what work or task the dog has been trained to perform. The District may not, however, require that the parent provide documentation, such as proof that the dog has been certified, trained, or licensed as a service animal. Also, if it is readily apparent that a dog is trained to do work or perform tasks for a disabled person (e.g., the dog is guiding a person who is blind or has**

(Ref. F 2.1)

**low vision, pulling a person's wheelchair, or providing assistance with stability or balance), the District may not ask the two questions noted above.**

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 3541.2- Transportation for Students with Disabilities)
- (cf. 5131.1 - Bus Conduct)
- (cf. 6159 - Individual Education Program)
- (cf. 6164.6 - Identification and Education Under Section 504)

Before any animal is brought into the classroom, the principal or designee shall provide written notification to all parents/guardians of students in the affected class asking them to verify whether their child has any known allergies, asthma, or other health condition that may be affected by the animal's presence.

- (cf. 3514 - Environmental Safety)
- (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
- (cf. 5141.23 - Asthma Management)

The Superintendent or designee shall develop rules and procedures to ensure that when animals are brought to school, the health, safety, and welfare of students, staff, and the animals are protected. However, the district assumes no liability for the safety of animals allowed on district property.

- (cf. 3320 - Claims and Actions Against the District)
- (cf. 3530 - Risk Management/Insurance)
- (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
- (cf. 5141.23 - Asthma Management)

**Legal Reference:**

**EDUCATION CODE**

- 233.5 Instruction in kindness to pets and humane treatment of living creatures
- 39839 Transportation of guide dogs, signal dogs, service dogs
- 51202 Instruction in personal and public health and safety
- 51540 Safe and humane treatment of animals at school

**CIVIL CODE**

- 54.1 Access to public places
- 54.2 Guide, signal, or service dogs, right to accompany

**GOVERNMENT CODE**

- 810-996.6 California Tort Claims Act, especially:
- 815 Liability for injuries generally; immunity of public entity
- 835 Conditions of liability

**VEHICLE CODE**

- 21113 Public grounds

**ANIMALS AT SCHOOL (continued)**

BP 6163.2(c)

**CODE OF REGULATIONS, TITLE 13**

1216 Transportation of property

**UNITED STATES CODE, TITLE 20**

1400-1482 Individuals with Disabilities Education Act

**UNITED STATES CODE, TITLE 29**

794 Rehabilitation Act of 1973, Section 504

**CODE OF FEDERAL REGULATIONS, TITLE 28**

35.104 Definitions

35.136 Service animals

**COURT DECISIONS**

Sullivan v. Vallejo City USD, (1990) 731 F.Supp. 947

**Management Resources:**

**FEDERAL REGISTER**

Rules and Regulations, September 15, 2010, Vol. 75, Number 178, pages 56164-56236

**CSBA PUBLICATIONS**

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments,  
Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

**WEB SITES:**

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

American Society for the Prevention of Cruelty to Animals: <http://www.asPCA.org>

Humane Society of the United States: <http://www.hsus.org>

U.S. Department of Education, Office of Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

Policy

adopted: September 22, 1999

revised: April 22, 2009

revised: September 28, 2011

**revised:**

**RIALTO UNIFIED SCHOOL DISTRICT**

Rialto, California

**G. INSTRUCTION CONSENT ITEMS**

**NONE**





**Rialto Unified School District**

**Board Date: August 14, 2019**

**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **SURPLUS EQUIPMENT AND MISCELLANEOUS ITEMS**

Quantity	Description	Quantity	Description
388	CPU'S	23	Office Chairs
154	Monitors	1	Copier
79	Laptops	3	Metal Carts
81	Televisions	1	Podium
10	Printers	2	Smartboards
19	Projectors	12	Rolling Cabinets
49	IPads	23	Tables
4	Document Cameras	26	Teacher Desks
5	Scanners	3	VCR'S
2	DVD Players	1	Switch
4	Redcat Mic Systems	1	Tape Deck
1	Electric Pencil Sharpener	2	Video Camera
1	Macbook Laptop	8	CD Players
1	VHS Player	1	Viewscreen Monitor
2	AC/DC Adapters	3	Cameras
1	Speaker Bar	7	Laptop Carts
1	Multimedia Speaker	25	File Cabinets
1	Processor	3	Pianos
4	Boxes Of Keyboards	145	Student Chairs
19	Bookshelves	4	T.V. Carts
45	Student Desks (Double)	80	Student Desks (Single)

(Ref. H 2.1)

80	Metal Folding Chairs	1	Safe
4	Chair Racks	3	Rolling Carts
2	Metal Dollies	1	Small Refrigerator
2	Fax Machines	1	Laminator
1	Floor Buffers	2	Barrier Poles
1	Gas BBQ	1	Lunch Cart
2	Mop Buckets	1	Preschool Kitchen Set
1	Custodial Cart	4	Rolling Trash Bins W/ Lids

It is recommended that the Board of Education declare the specified surplus equipment and miscellaneous items as obsolete and not-serviceable for school use, and authorize the Superintendent/designee to sell or dispose of these items as specified in the Education Code Sections 17545 and 17546.

**Submitted by:** Daniel Distrola  
**Reviewed by:** Mohammad Z. Islam

(Ref. H 2.2)





**Rialto Unified School District**

**Board Date: August 14, 2019**

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

**MONETARY DONATIONS**

<u>Name of Donors</u>	<u>Location/Description</u>	<u>Amount</u>
Your Cause, LLC Trustee for Wells Fargo Foundation Education Matching Gifts Program	Bemis Elementary School / Principal's Donation Account	\$ 50.00
Your Cause, LLC Trustee for Wells Fargo Foundation Education Matching Gifts Program	Garcia Elementary School / Principal's Donation Account	\$ 150.00
Westat	Morgan Elementary School / Instructional Materials	\$ 800.00
Studio 1 Distinctive Portraiture	Morgan Elementary School / Instructional Materials	\$ 615.00
Kroger	Garcia Elementary School / Instructional Materials	\$ 920.00
Lifetouch National School Studios	Garcia Elementary School / Instructional Materials	\$ 670.65
Motorsports Charities, Inc.	Hughbanks Elementary School / Instructional Materials	\$2,000.00
San Bernardino Community College District	Puttin' on the Ritz	\$1,000.00
Keenan & Associates	Business Services Retreat	\$ 750.00

(Ref. H 3.1)

It is recommended that the Board of Education accept the listed donations from Your Cause, LLC Trustee for Wells Fargo Foundation, Education Matching Gifts Program; Westat; Studio 1 Distinctive Portraiture; Kroger; Lifetouch National School Studios; Motorsports Charities, Inc. San Bernardino Community College District; and Keenan & Associates; and request that a letter of appreciation be sent to each donor.

District Summary	
Monetary Donations – August 14, 2019	\$ 6,955.65
Donations – Fiscal Year-To-Date	\$ 7,918.20

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**Submitted and Reviewed by:** Mohammad Z. Islam  
(Ref. H 3.2)



## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D. Superintendent

**ITEM:** **APPROVAL TO USE PUBLIC BIDS AND CONTRACTS FOR INFORMATION TECHNOLOGY GOODS/SERVICES AND CLASSROOM AND OFFICE FURNITURE**

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**Background:** Pursuant to Public Contract Code 20118, authorization of the Board of Education is required to purchase from the bids of other governmental agencies for services and/or equipment.

**Reasoning:** By utilizing such public bids and contracts, it will allow the District to take advantage of the same terms and conditions without going out to bid. Staff has determined that utilizing the following California Multiple Award Schedules (CMAS) bids and public entity bids for the purchase of Information Technology Goods/Services and furniture and systems will be in the best interest of the District.

**CMAS:** CMAS Addendum No. 7-17-70-40-05  
**Base Schedule Holder:** Carahsoft Technology Corp.  
**Product:** Technology Goods/Services  
**Expires:** September 15, 2026

**Torrance USD:** Bid No. 10-04.09.19  
**Vendor:** Office Solutions LLC DBA Blue Space Interiors  
**Product:** Classroom & Office Furniture  
**Expires:** June 30, 2020

**Recommendation:** Approve CMAS Addendum No.7-17-70-40-05 and Torrance USD Bid No. 10-04.09.19 for the purchase of Information Technology Goods/Services and Classroom & Office Furniture.

**Fiscal Impact:** To be determined at time of purchase(s) – General Fund

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**Submitted by:** Daniel Distrola  
**Reviewed by:** Mohammad Z. Islam

(Ref. H 4.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed.D. Superintendent  
**ITEM:** **AWARD BID # 18-19-010, CUSTODIAL SUPPLIES**

**Background:** The District has a need to purchase custodial supplies, and the average yearly cost is approximately \$400,000.00. The current bid threshold is \$92,600.00. Bid proposal requests were advertised on May 9, 2019 and May 16, 2019. There were ten (10) bid proposals received for the bid opening on June 6, 2019. There were 2 District representatives present for the bid opening.

**Reasoning:** Awarded vendors were considered and chosen on the basis of price, quality of product and compatibility with current District specifications and equipment. There is no minimum or maximum the District is required to purchase from each vendor. The contracts will be for a period of two (2) years, and may be extended by the District for an additional one (1) year. Below are the lowest responsive and responsible bidders that are recommended for Board approval:

Office Solutions	Pioneer Chemical
Complete Office	Maintex
Waxie	Gorm
Southwest School & Office	

**Recommendation:** Award Bid # 18-19-010 for Custodial Supplies to the above vendors for an initial period of two years.

**Fiscal Impact:** To be determined at time of purchase(s) – General Fund

**Submitted by:** Daniel Distrola  
**Reviewed by:** Mohammad Z. Islam

(Ref. H 5.1)



## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed. D., Superintendent

**ITEM:** **MEMORANDUM OF UNDERSTANDING MARLENE SCHWARTZ/  
SOMATHERAPY**

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**Background:** Marlene Schwartz/Somatherapy, will provide a secular program for participants that tailor the teaching of mindfulness to the developmental needs of adolescents and participants that can help them understand their thoughts and feelings, and learn how to manage distressing emotions.

**Reasoning:** In an effort to develop whole child supports for Rialto's students, teaching health and wellness techniques will serve to prevent stress and encourage self-regulation. Participants will be empowered by learning important mindfulness meditation skills that can help to improve emotion regulation, reduce stress, improve overall school performance, and develop attention skills. Services will focus on six (6) core lessons of: Body, Reflection, Emotions, Attention, Tenderness and Healthy Mind Habits. These mindfulness practices offer the opportunity to develop life skill tools that nurture a positive attitude when faced with the psychological tasks of adolescence. Marlene Schwartz will provide Rialto Unified School District students, teachers, and parents with two (2) hour sessions at each of the five (5) middle schools and four (4) high schools.

**Recommendation:** Approve a Memorandum of Understanding (MOU) with Marlene Schwartz/Somatherapy to provide RUSD students, teachers, and parents with two (2) hour sessions at each of the five (5) middle schools and four (4) high schools, at a rate of \$300 per two (2) hour session for a maximum of 26 sessions, effective August 15, 2019 through June 30, 2020.

**Fiscal Impact:** \$7,800.00 - General Fund

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**Submitted by:** Angela Brantley  
**Reviewed by:** Kelly Bruce

(Ref. H 6.1)



## Rialto Unified School District

Board Date: August 14, 2019

**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **GIRL SCOUTS OF SAN GORGONIO-CLASSROOM TO CAREER  
FRISBIE MIDDLE SCHOOL**

**Background:** Girl Scouts of San Gorgonio Council, in partnership with Riverside and San Bernardino County School Districts, charitable foundations, corporations and local community leaders created Classroom to Career. An initiative to help girls become better prepared for the challenges of the 21<sup>st</sup> Century workplace. The program features site visits, hands-on experiences, and interactions with female STEM professionals. This program is provided through generous grant and funding partners. Cost of one bus for each site visit will be paid for by the Girl Scouts of San Gorgonio through grant funding, and at no cost to the District.

**Reasoning:** The Classroom to Career program has partnered with community organizations in the fields of government, retail, education, and transportation/logistics to offer girls a behind the scenes look at the day-to-day operations of local businesses. Once a month, up to fifty (50) female students who have been hand selected, will be transported to several businesses in the area representing careers that are typically undeserved by females. The Classroom to Career program mission is in line with the District's Strategic Plan, Strategy 1 – We will provide diverse avenues for learning both inside and outside the classroom; and Strategy 4 – We will bridge school and community learning opportunities.

**Recommendation:** Approve an agreement with the Girl Scouts of San Gorgonio to provide transportation for fifty (50) Frisbie Middle School female students for monthly workplace tours through the Classroom to Career program, effective August 15, 2019 through June 30, 2020.

**Fiscal Impact:** No fiscal impact

**Submitted by:** Vince Rollins  
**Reviewed by:** Kelly Bruce

(Ref. H 7.1)



## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **REGISTRATION FOR THE EXECUTIVE INNOVATIVE DISTRICT LEADERSHIP ACADEMY THROUGH THE EDUCATION INNOVATION ALLIANCE (EIA)**

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Background: The San Bernardino County Superintendent of Schools (SBCSS) and Education Innovation Alliance (EIA) are partnering to provide district and school leaders the opportunity to drive digital transformation and build capacity for innovative leadership through 2019-2020 Fall and Spring Cohorts. Each cohort will be distinctly and uniquely different in focus as participants engage around subjects such as Digital Equity, Thought Leadership, Problem-Solving Structures, and Problems of Practice. The Rialto Unified School District (RUSD) team will attend both the Fall and Spring cohort sessions listed below:

### **Fall 2019 Cohort**

Pre-Work: August 1, 2019  
Face to Face 1: August 23, 2019  
Face to Face 2: October 8, 2019  
Face to Face 3: December 13, 2019

### **Spring 2019 Cohort**

Pre-Work: December 16, 2019  
Face to Face 1: January 10, 2020  
Face to Face 2: March 13, 2020  
Face to Face 3: May 15, 2020

The RUSD team is comprised of the following members: Dr. Cuauhtemoc Avila, Superintendent; Kelly Bruce, Lead Innovation Agent; Syeda Jafri, Agent of Communications/Media Services; Paulina Villalobos, Interim Coordinator Academic Technology; Armando Urteaga, Principal, Kolb Middle School; and Beth Ann Scantlebury, Chief Technology Officer.

Reasoning: The Education Innovation Alliance (EIA) Executive Innovative District Leadership Academy hosted in partnership with San Bernardino SBCSS is intended to teach both non-technical and technical leaders about Innovation and Technology so they can better lead their districts through technology related initiatives and challenges. Understanding common mistakes, best practices, communication strategies, policies, and building an ongoing network of support with peers and experts is a best practice in dealing with current challenges and those to come. The Rialto Unified School District

(Ref. H 8.1)

team will work with experts throughout the course to build a solution to a technology challenge or to drive an innovation/technology initiative in our district. The work with the Education Innovation Alliance (EIA) aligns with our Strategic Plan Objective 1: Every student excels at the highest level throughout his/her career at Rialto Unified School District and Objective 2: Every student will be a responsible citizen who contributes to a global society.

Recommendation: Approve registration costs for six (6) administrative team leaders to participate in the Executive Innovative District Leadership Academy through the Education Innovation Alliance (EIA), in partnership with the San Bernardino County Superintendent of Schools (SBCSS) System of Support. The registration fee for each Rialto Unified School District (RUSD) participant will be \$5,000.00 for a total of \$30,000.00. SBCSS will pay half of the costs for our team of six participants and RUSD will pay the remaining half totaling \$15,000.00. The cohorts will run August 2019 through May 2020.

Fiscal Impact: \$15,000.00 – General Fund

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**Submitted by:** Kelly Bruce  
**Reviewed by:** Darren McDuffie, Ed.D.

(Ref. H 8.2)





**Rialto Unified School District**

**Board Date: August 14, 2019**

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

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**Background:** Special Education Office requests the Board of Education approve the ratification agreement with Painting with Jesse, Independent Art Instructor. As of August 1, 2019, Jesse will provide compensatory education services in the area of Art, per student Individualized Education Program (IEP) for the remainder of 2019-2020 school year.

**Reasoning:** The District is in need of a specialized Art teacher who can provide art classes after school, to ensure compliance with the student's IEP.

**Recommendation:** Ratify the agreement with Painting with Jesse, Independent Art Instructor, to provide Art services per student Individualized Education Program (IEP), effective August 1, 2019 through June 30, 2020.

**Fiscal Impact:** \$7,200.00 - General Fund

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**Submitted by:** Bridgette Ealy  
**Reviewed by:** Kelly Bruce

(Ref. H 9.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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

**Background:** Special Education requests the Board of Education approve an agreement with SYNAPSE to complete Individual Education Evaluations (IEE's) in the area of Audiology and Audiological Assessments to current students during the regular 2019-2020 school year.

**Reasoning:** Audiological Assessments will be conducted for any Rialto Unified School District student who is referred by school personnel or parents. Rialto Unified School District does not have hired personnel in this area of expertise.

**Recommendation:** Approve an agreement with SYNAPSE to complete Audiological Assessments and Individual Education Evaluations (IEE's) in the area of Audiology to current students effective, August 15, 2019 through June 30, 2020.

**Fiscal Impact:** \$10,000.00 - General Fund

**Submitted by:** Bridgette Ealy  
**Reviewed by:** Kelly Bruce

(Ref. H 10.1)



## Rialto Unified School District

Board Date: August 14, 2019

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

**Background:** Ehecatl Wind Philosophies has over 30 years of work in the field of education with an emphasis on ethnic studies. They have served as consultants in the area of ethnic studies for Ventura, Santa Barbara, Santa Maria, and Centinela Valley school districts in building ethnic studies courses and programs. Last year they worked with Rialto Unified School District in the creation of the Ethnic & Social Justice Studies foundational course.

**Reasoning:** Ehecatl Wind Philosophies will provide three (3) full days of professional development, curriculum creation, modeling and support of the new Ethnic & Social Justice Studies course. In addition, they will work with us in the building of two (2) additional ethnic studies courses in the areas of ELA & History/Social Science for rollout in the 2020-2021 school year. This will include eleven (11) days of professional development workshops focused on the pedagogy & instructional routines used in an ethnic studies course and support course outline & curriculum creation.

**Recommendation:** Approve an agreement with Ehecatl Wind Philosophies to provide fourteen (14) full days of professional development to high school teachers in the facilitation of the creation and support of ethnic studies courses effective August 15, 2019 through June 30, 2021.

**Fiscal Impact:** \$45,396.00 – General Fund

**Submitted by:** Elizabeth Curtiss  
**Reviewed by:** Kelly Bruce

(Ref. H 11.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent  
**ITEM:** **AGREEMENT WITH YANIRA CARRILLO-ZALDANA/THE CHILDREN'S PROJECT**

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**Background:** The District has previously contracted with Yanira Carrillo-Zaldaña to provide “The Children’s Project” six (6) week course to Rialto Unified School District parents on the topic of Emotionally Healthy Children. Participants received a book and were shown strategies and given tools to best meet the needs of their secondary school aged children. The course was a success with our parents.

**Reasoning:** Positive feedback was received upon the completion of the course and parents requested for this topic, and the presenter, to repeat the series for additional parents to participate. The cost includes snacks, drinks, and other supplemental materials to be paid from Title I, Parent Involvement funds. Two 6-week courses have been scheduled for September 3, 10, 17, 24, October 1 and 8, 2019; and January 30, February 6, 13, 20, 27, and March 5 at the Curtis T. Winton Parent Institute. Each 2-hour class will be held from 9:00 a.m. -11:00 a.m. This is in line with the District’s Strategic Plan, Strategy 5 – We will ensure full engagement of Rialto Unified School District families in the education of their children.

**Recommendation:** Approve an agreement with Yanira Carrillo-Zaldaña to provide “The Children’s Project” parent workshop series on Emotionally Healthy Children at the Curtis T. Winton Parent Institute, effective September 3, 2019 through March 29, 2020.

**Fiscal Impact:** \$5,500.00 – General Fund

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**Submitted by:** Arnie Ayala  
**Reviewed by:** Kelly Bruce

(Ref. H 12.1)



## Rialto Unified School District

Board Date: August 14, 2019

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

**Background:** Sigma Beta Xi Inc. is a non-profit organization providing research based intervention and development services to young men of color since 1998. The organization was originally founded at Rialto High School. Students will be guided on how to make more positive decisions, provide solutions on how to avoid infractions that lead to suspensions, understanding attendance expectations, while improving social skills that correlate to academic improvements. Based on the surveys taken by the thirty (30) students who participated in the program during the 2018-19 school year, the following are a few of the social/emotional related benefits: 94% of participants reported that the mentorship program and Restorative Practices helped them to solve problems and improve decision making. 100% of the participants reported that their mentors assisted in shifting their focus from negative to positive aspects of their lives.

**Reasoning:** Sigma Beta Xi will meet with thirty (30) students weekly at Jehue Middle School for group activities that include restorative practices as well as individual counseling through a student selected mentor. A year end evaluation of the program including activities, grades, attendance data, discipline data will be provided to demonstrate effectiveness of implementation and identify recommendations.

**Recommendation:** Approve an agreement with Sigma Beta Xi for mentoring and restorative practice to include social-emotional and academic counseling to thirty (30) African American male students weekly at Jehue Middle School effective August 15, 2019 through May 29, 2020.

**Fiscal Impact:** \$22,500.00 – General Fund

**Submitted by:** Carolyn Eide  
**Reviewed by:** Kelly Bruce

(Ref. H 13.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent  
**ITEM:** **AGREEMENT WITH CALIFORNIA STATE UNIVERSITY  
SAN BERNARDINO (CSUSB)**

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**Background:** California State University, San Bernardino (CSUSB) will provide college student tutors for K-5<sup>th</sup> grade students for a maximum of twenty (20) hours a week to assist students in the areas of reading and math.

**Reasoning:** Part of the district strategic plan is to ensure every student excels at the highest level, and to ensure every student will achieve success in his/her chosen endeavors. The services provided by CSUSB include: tutoring individual students and small groups of students to reinforce math and reading, prepare and assist in the preparation of a variety of instructional materials and learning aids, and assist in maintaining an orderly, attractive and positive learning environment.

**Recommendation:** Approve an agreement with California State University, San Bernardino (CSUSB) Federal Work-Study Program to provide college student tutors for Kelley Elementary School, effective August 15, 2019 through June 30, 2020.

**Fiscal Impact:** \$4,500.00 – General Fund

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**Submitted by:** Raymond Delgado  
**Reviewed by:** Kelly Bruce

(Ref. H 14.1)



## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D. Superintendent

**ITEM:** **ALLOW THE PURCHASE OF GROUNDS EQUIPMENT WITHOUT AN ACTIVE BID IN PLACE**

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**Background:** The Maintenance and Operations Department is in need of new, heavy duty, wide area lawn mowers. The District advertised on March 21, 2019 and March 28, 2019 for such grounds equipment. There were zero (0) bid proposals received for the bid opening on March 28, 2019. County Counsel was informed of the situation and asked for advice on a course of action moving forward. Because of the specialty nature of the bid, it was recommended to not bid again and risk once again not receiving any responses, thereby wasting both time and money. It was recommended by County Counsel to find a Code that would allow for the purchase of items by negotiating pricing if no bids were received from advertising.

**Reasoning:** Public Contract Code (PCC) 22038, Section (c) states, "If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with this article." The project would be the purchase of the grounds equipment. This would allow us to seek out competitive quotes from vendors and negotiate the best pricing allowed for the District. We can then purchase the mowers without an active bid in place. Approximate cost of the two (2) mowers would be \$160,000.00.

**Recommendation:** Approve the purchase of two (2) heavy duty, wide area lawn mowers without an active bid in place.

**Fiscal Impact:** To be determined at time of purchase(s) – General Fund

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**Submitted by:** Daniel Distrola and Les Alexander  
**Reviewed by:** Mohammad Z. Islam  
(Ref. H 15.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D. Superintendent

**ITEM:** **TEACHING INTERNSHIP AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON**

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

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2024 Teaching Internship Agreement with California State University, Fullerton, to provide educational fieldwork experiences to university student/intern teachers. University students enrolled in the programs at California State University Fullerton will gain experience with mentors from Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

**Recommendation:** Ratify Teaching Internship Agreement with California State University, Fullerton to assist current and future educators in completing state requirements for credentialing from August 1, 2019 through June 30, 2024.

**Fiscal Impact:** No fiscal impact

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam  
(Ref. H 16.1)





**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **TEACHING INTERNSHIP AGREEMENT WITH BRANDMAN UNIVERSITY**

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

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2022 Teaching Internship Agreement with Brandman University to provide educational fieldwork experiences to university student/intern teachers. University students enrolled in the programs at Brandman University will gain experience with mentors from Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

**Recommendation:** Ratify Teaching Internship Agreement with Brandman University to assist current and future educators in completing state requirements for credentialing from August 1, 2019 through June 30, 2022.

**Fiscal Impact:** No fiscal impact

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam  
(Ref. H 17.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent  
**ITEM:** **TEACHING INTERNSHIP AGREEMENT WITH HOPE INTERNATIONAL UNIVERSITY**

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

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2022 Teaching Internship Agreement with Hope International University to provide educational fieldwork experiences to university student/intern teachers. University students enrolled in the programs at Hope International University will gain experience with mentors from Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

**Recommendation:** Ratify Teaching Internship Agreement with Hope International University to assist current and future educators in completing state requirements for credentialing from July 1, 2019 through June 30, 2022.

**Fiscal Impact:** No fiscal impact

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam

(Ref. H 18.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent  
**ITEM:** **TEACHING INTERNSHIP AGREEMENT WITH CHAPMAN UNIVERSITY**

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

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2022 Teaching Internship Agreement with Chapman University to provide educational fieldwork experiences to university student/intern teachers. University students enrolled in the programs at Chapman University will gain experience with mentors from Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

**Recommendation:** Ratify Teaching Internship Agreement with Chapman University to assist current and future educators in completing state requirements for credentialing from July 1, 2019 through June 30, 2022.

**Fiscal Impact:** No fiscal impact

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam  
(Ref. H 19.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **TEACHING INTERNSHIP AGREEMENT WITH GRAND CANYON UNIVERSITY**

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

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2022 Teaching Internship Agreement with Grand Canyon University to provide educational fieldwork experiences to university student/intern teachers. University students enrolled in the programs at Grand Canyon University will gain experience with mentors from Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

**Recommendation:** Ratify Teaching Internship Agreement with Grand Canyon University to assist current and future educators in completing state requirements for credentialing from June 4, 2019 through June 30, 2022.

**Fiscal Impact:** No fiscal impact

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam

(Ref. H 20.1)



## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **TEACHING INTERNSHIP AGREEMENT WITH NATIONAL UNIVERSITY**

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

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2022 Teaching Internship Agreement with National University to provide educational fieldwork experiences to university student/intern teachers. University students enrolled in the programs at National University will gain experience with mentors from Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

**Recommendation:** Ratify Teaching Internship Agreement with National University to assist current and future educators in completing state requirements for credentialing from August 1, 2019 through June 30, 2022.

**Fiscal Impact:** No fiscal impact.

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam  
(Ref. H 21.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **CLINICAL FIELDWORK AGREEMENT WITH ST. CATHERINE UNIVERSITY**

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**Background:** The California Commission on Teacher Credentialing requires education candidates that are enrolled in a college/university program to complete clinical fieldwork before the university student can receive their preliminary credential.

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2022 Clinical Fieldwork Agreement with St. Catherine University to provide educational fieldwork experiences to university student/intern candidates. University students enrolled in the programs at St. Catherine University will gain experience with mentors from Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

**Recommendation:** Ratify Clinical Fieldwork Agreement with St. Catherine University to assist current and future educators in completing state requirements for credentialing from August 1, 2019 through June 30, 2022.

**Fiscal Impact:** No fiscal impact

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam  
(Ref. H 22.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **TEACHING INTERNSHIP AGREEMENT WITH WESTERN GOVERNORS UNIVERSITY**

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

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2022 Teaching Internship Agreement with Western Governors University to provide educational fieldwork experiences to university student/intern 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 in the process of completing their credential requirements.

**Recommendation:** Ratify Teaching Internship Agreement with Western Governors University to assist current and future educators in completing state requirements for credentialing from July 1, 2019 through June 30, 2022.

**Fiscal Impact:** No fiscal impact

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam  
(Ref. H 23.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **TEACHING INTERNSHIP AGREEMENT WITH UNIVERSITY OF CALIFORNIA, RIVERSIDE**

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

**Reasoning:** Personnel Services request the Board of Education to approve the 2019-2021 Teaching Internship Agreement with University of California, Riverside to provide educational fieldwork experiences to university student/intern teachers. University students enrolled in the programs at University of California, Riverside will gain experience with mentors from Rialto Unified School District in their specialized fields in the process of completing their credential requirements.

**Recommendation:** Ratify Teaching Internship Agreement with University of California, Riverside to assist current and future educators in completing state requirements for credentialing from July 1, 2019 through June 30, 2021.

**Fiscal Impact:** No fiscal impact

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**Submitted by:** Rhonda Kramer and Rhea McIver Gibbs  
**Reviewed by:** Mohammad Z. Islam  
(Ref. H 24.1)





## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **AGREEMENT WITH CAL POLY FOUNDATION, JODYE SELCO PH.D.**

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**Background:** With the changes going on with the Next Generation Science Standards,(NGSS) Professor Selco's expertise will be invaluable in the following areas: (1) working with our elementary, middle and high school teachers on the content of the newly developed K-12 NGSS science courses; (2) developing NGSS aligned Project Based Learning (PBL) modules for grades K-12; (3) developing NGSS prototype assessments in science, K-12; (4) working with teachers to provide K-12 professional development which include the research on best practices that will help to decrease the achievement gap that exists in our district and (5) providing expert research to work with Rialto Unified School District to submit grants that support STEM and NGSS.

**Reasoning:** The NGSS is a major change in science and the amount of work that has to be done in grades Kindergarten-High School is immense. New materials and assessments have to be developed in elementary, middle and high school that matches the pacing charts. New resource materials have to be developed for the newly developed first, second and third year courses both at the middle and high schools as no textbooks currently exist. Professor Selco has provided invaluable service to our district since 2002. She has supported the district during two sabbaticals (2010 and 2016) and has been the main partner for Cal Poly Pomona for two major CaMSP grants that required that Institutes of Higher Education to be part of the grant. She has remained a loyal college partner with Rialto Unified School District for the last sixteen (16) years.

**Recommendation:** Approve an agreement with Cal Poly Foundation, Jodye Selco, Ph.D., to work with Rialto Unified School District's K-12 science program for the 2019-20 school year.

**Fiscal Impact:** \$33,953.00 – General Fund

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**Submitted by:** Edward D'Souza, Ph.D.  
**Reviewed by:** Kelly Bruce

(Ref. H 25.1)



## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed. D., Superintendent

**ITEM:** **AGREEMENT WITH ED21 LLC**

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Background: ED21 provided professional development support for J.P. Kelley Elementary School during the 2017-2018 & 2018-2019 school years. Every teacher on site engaged in collaborative development of a school site instructional focus, digital storytelling, strategic planning, and cognitive coaching skill development. This resulted in targeted literacy development systems, and stronger professional learning communities.

Reasoning: Part of the District's strategic plan is to ensure every student excels at the highest level, and to ensure every student will achieve success in his/her chosen life endeavors. The services provided by ED21 include developing a process for classroom walkthroughs based on Instructional Rounds (6 hours for each site), clarify instructional focus, and to build cognitive coaching capacity skills. There will be four (4) full-day workshops (32 hours) plus planning time for the site leadership teams at Kelley Elementary School. The focus will be on providing a model for building a dynamic, collaborative team, incorporating a change process, for high engagement, rigorous teaching, Cognitive Coaching, and implementing project/product based learning models. Services will also include 30 hours of coaching and collaboration with Kelley Elementary Principal regarding the development of protocols to enhance discussions relating to a site book studies; and data analysis and focused systems development.

Recommendation: Approve an agreement with ED21 to provide professional development at Kelley Elementary School, effective August 15, 2019 through June 30, 2020.

Fiscal Impact: \$13,000.00 – General Fund

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**Submitted by:** Raymond Delgado  
**Reviewed by:** Kelly Bruce

(Ref. H 26.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed. D., Superintendent

**ITEM:** **MEMORANDUM OF UNDERSTANDING WITH JAMES WOODS, DBA DAT YOGA DUDE**

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**Background:** James Woods, dba Dat Yoga Dude is providing tools for participants to develop and practice a lifestyle of health and wellness through interactive and engaging activities and skills training.

**Reasoning:** In an effort to develop whole child supports for Rialto's students, teaching health and wellness techniques will serve to prevent stress and encourage self-regulation. Practices such as mindfulness and breathing techniques are evidence-based tools for managing anxiety, depression, and negative behaviors. Students and parents will benefit from strategies that help to develop their own capabilities to decrease stress and find a more balanced and successful life.

Dat Yoga Dude will provide RUSD students with health and wellness class sessions at Carter High School, Eisenhower High School, Rialto High School, Milor/Zupanic High School. Sessions are one (1) hour long. Services will include up to six (6) sessions per school site and up to four (4) parent sessions. Participants will develop the tools to increase focus and concentration, learn coping and stress reduction skills, and develop healthy habits.

**Recommendation:** Approve a Memorandum of Understanding with James Woods Dat Yoga Dude to provide up to six (6) class sessions at Carter High School, Eisenhower High School, Rialto High School, Milor/Zupanic High School and up to four (4) parent sessions, at a rate of \$150.00 per session; not-to-exceed twenty eight (28) sessions.

**Fiscal Impact:** \$4,200.00 – General Fund

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**Submitted by:** Angela Brantley  
**Reviewed by:** Kelly Bruce

(Ref. H 27.1)



## Rialto Unified School District

Board Date: August 14, 2019

**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed. D., Superintendent  
**ITEM:** **AGREEMENT WITH 806 TECHNOLOGIES**

**Background:** 806 Technologies provides an online, supplemental service, *Title I Crate*, to assist with the collection and monitoring of required compliance monitoring documents as outlined in Every Student Succeeds Act (ESSA) for a one (1) year renewal for the 2019-2020 school year to support the district-wide federal program monitoring.

**Reasoning:** Rialto Unified will be experiencing a Federal Program review in January of 2020. This tool will assist in the gathering of necessary documentation at the school site and district levels. 806 Technologies is created by Federal Programs Experts and will provide services as follows:

1. Web-based Document Management System that allows simple drag and drop uploads of documents needed to be kept and monitored during Federal Program monitoring. The system is customizable and includes an email/messaging client that will automate reminders and approve submissions.
2. Federal Programs Department – A two hour webinar includes software training for district staff, one-on-one consultation with one of our federal programs experts, and hands-on aid in getting started.
3. Campus User Training – One 45-minute webinar training with all campus leaders and staff will be scheduled after the district staff is trained and using Title I Crate. All campus users can log into the webinar to participate in comprehensive campus user training.

**Recommendation:** Approve an agreement with 806 Technologies to assist with the collection and monitoring of documents that are required by law for Titles I, II, III and IV programs, effective August 15, 2019 through June 30, 2020.

**Fiscal Impact:** \$14,500.00 - General Fund

**Submitted by:** Carol Mehochko  
**Reviewed by:** Kelly Bruce

(Ref. H 28.1)

**I. FACILITIES PLANNING CONSENT ITEMS**

**NONE**

**J PERSONNEL SERVICES CONSENT**



**Rialto Unified School District**

**Board Date: August 14, 2019**

**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **CLASSIFIED EXEMPT – PERSONNEL REPORT #1219**

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

**SUBSTITUTE CROSSING GUARD**

Castaneda, Gerardo	Substitute Crossing Guard Educational Safety/Security	08/05/2019	\$12.00 per hour
Humphrey, Ruth A.	Substitute Crossing Guard Educational Safety/Security	08/05/2019	\$12.00 per hour
Ross, Rickiya D.	Substitute Crossing Guard Educational Safety/Security	08/05/2019	\$12.00 per hour

**CROSSING GUARD**

De La Rosa Uribe, Ana M.	Crossing Guard Educational Safety/Security	08/05/2019	\$12.00 per hour
Walls, Regina	Crossing Guard Educational Safety/Security	08/05/2019	\$12.00 per hour

**NON-CERTIFICATED COACHES**

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

Rialto Middle School

Armenta, Irene	Cheerleading/Drill Team/Dance	2019/2020	\$1,768.00
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**Submitted and Reviewed by:** Rhea McIver Gibbs and Rhonda Kramer



**Rialto Unified School District**

**Board Date: August 14, 2019**

**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **CLASSIFIED EMPLOYEES – PERSONNEL REPORT #1219**

**PROMOTIONS**

Anthony, Jamal (Repl. E. Antonucci)	To: Campus Security Officer III (Lead) Safety Intervention & Support Services	08/01/2019	To: 38-5	\$26.83 per hour (8 hours, 212 days)
	From: Campus Security Officer I Rialto High School		From: 36-5	\$25.51 per hour (8 hours, 212 days)
Berlin, Christopher (Repl. D. Mahar)	To: Maintenance Worker II Maintenance & Operations	08/01/2019	To: 39-1	\$22.58 per hour (8 hours, 12 months)
	From: Maintenance Worker I Maintenance & Operations		From: 36-1	\$20.95 per hour (8 hours, 12 months)
Gonzalez, Jose (Repl. R. James)	To: Custodian II Henry Elementary School	08/01/2019	To: 34-5	\$24.27 per hour (8 hours, 12 months)
	From: Custodian I** Henry Elementary School		From: 33-5	\$23.66 per hour (8 hours, 12 months)
Gonzalez, Patrick (Repl. K. Sowell)	To: Maintenance Worker I Maintenance & Operations	08/19/2019	To: 36-5	\$25.51 per hour (8 hours, 12 months)
	From: Grounds Maintenance Worker II Maintenance & Operations		From: 34-5	\$24.27 per hour (8 hours, 12 months)
Linares, Nick (Repl. F. Guzman)	To: Maintenance Worker I Maintenance & Operations	08/19/2019	To: 36-5	\$25.51 per hour (8 hours, 12 months)
	From: Grounds Maintenance Worker II Maintenance & Operations		From: 34-5	\$24.27 per hour (8 hours, 12 months)
Loaiza, Jazmin (Repl. B. Moreno)	To: Nutrition Service Worker II Central Kitchen	08/01/2019	To: 25-3	\$17.54 per hour (8 hours, 217 days)
	From: Nutrition Service Worker I Central Kitchen		From: 19-5	\$16.65 per hour (3.75 hours, 203 days)
Lopez, Miguel (Repl. R. Alvarado)	To: Custodian II Kelley Elementary School	08/01/2019	To: 34-5	\$24.27 per hour (8 hours, 12 months)
	From: Custodian I** Werner Elementary School		From: 32-5	\$23.08 per hour (8 hours, 12 months)

(Ref. J 2.1)



Lucero, Angelica (Repl. L. Araujo)	To: Nutrition Service Worker III Central Kitchen From: Nutrition Service Worker II Central Kitchen	08/01/2019	To: 33-1 From: 25-4	\$19.43 per hour (8 hours, 237 days) \$18.44 per hour (8 hours, 217 days)
Nadell, Christopher (Repl. J. Beltran)	To: Sprinkler Systems Maintenance Worker Maintenance & Operations From: Grounds Maintenance Worker I Maintenance & Operations	08/19/2019	To: 38-1 From: 32-3	\$22.02 per hour (8 hours, 12 months) \$20.91 per hour (8 hours, 12 months)
Ramirez, Carlos (Repl. J. Meza)	To: Maintenance Worker III Rialto High School From: Maintenance Worker II Maintenance & Operations	08/01/2019	To: 41-3 From: 39-3	\$26.21 per hour (8 hours, 12 months) \$24.93 per hour (8 hours, 12 months)
Rios, Raymond (Repl. B. Walters)	To: Grounds Maintenance Worker II Maintenance & Operations From: Grounds Maintenance Worker I Maintenance & Operations	08/19/2019	To: 34-3 From: 32-3	\$21.98 per hour (8 hours, 12 months) \$20.91 per hour (8 hours, 12 months)
Scalise, Nicholas (Repl. J. Rasso)	To: Campus Security Officer II Safety Intervention & Support Services From: Campus Security Officer I Kolb Middle School	08/01/2019	To: 37-5 From: 36-5	\$26.16 per hour (8 hours, 12 months) \$25.51 per hour (8 hours, 212 days)
Walters Brandon (Repl. V. Ramboz)	To: Sprinkler Systems Maintenance Worker Maintenance & Operations From: Grounds Maintenance Worker II Maintenance & Operations	08/01/2019	To: 38-4 From: 34-5	\$25.54 per hour (8 hours, 12 months) \$24.27 per hour (8 hours, 12 months)

**EMPLOYMENT**

Cuevas, Eduardo Jr. (Repl. G. Alcalá)	Custodian I** Henry/Morris Elementary School	08/01/2019	33-1	\$19.43 per hour (8 hours, 12 months)
Duran, Juan (Repl. M. Lopez)	Custodian I** Werner Elementary School	08/01/2019	33-1	\$19.43 per hour (8 hours, 12 months)
Espinoza, Josue (Repl. M. Ochoa/S. Garcia)	Attendance/Records Clerk Frisbie/Rialto Middle School	07/25/2019	31-1	\$18.48 per hour (8 hours, 217 days)
Finn, Christopher (Repl. R. Summerville)	Junior Database Analyst Information Technology	08/26/2019	50-1	\$29.73 per hour (8 hours, 12 months)

Hernandez, Caleb (Repl. D. Villegas)	Educational Technology Technician Rialto High School	07/10/2019	40-1	\$23.15 per hour (8 hours, 237 days)
Nash, Tiffany (Repl. J. Ursuy)	Library/Media Technician II Carter High School	08/19/2019	34-1	\$19.92 per hour (8 hours, 237 days)
Obrien, Kourtney M. (Repl. E. Gibbs)	Payroll Technician Fiscal Services	08/05/2019	42-1	\$24.34 per hour (8 hours, 12 months)
Regalado, Joseph (Repl. B. Minchin)	Maintenance III - Painter Maintenance & Operations	08/01/2019	44-1	\$25.59 per hour (8 hours, 12 months)
Santos, Katheryn (Repl. A. Lucero)	Nutrition Service Worker II Central Kitchen	08/01/2019	25-1	\$15.89 per hour (8 hours, 217 days)
Silva, Karina (Repl. K. House Jr.)	Library/Media Technician I Garcia Elementary	08/01/2019	31-1	\$18.48 per hour (7 hours, 237 days)
Velazquez Lazcano, Keida (Repl. S. Garcia)	Attendance/Records Clerk Jehue Middle School	08/05/2019	31-1	\$18.48 per hour (8 hours, 217 days)

**VOLUNTARY DEMOTION**

Beltran, Juventino (Repl. C. Berlin)	To: Maintenance Worker I Maintenance & Operations	08/19/2019	To: 36-5	\$25.51 per hour (8 hours, 12 months)
	From: Sprinklers System Maintenance Worker Maintenance & Operations		From: 38-5	\$26.83 per hour (8 hours, 12 months)

**RESIGNATIONS**

Brown, Lesley	Athletic Trainer Eisenhower High School	07/26/2019
Hussey, Kelley	Instructional Assistant III – SE (SED/MH/AUTISM) Eisenhower High School	07/17/2019
Malarkey, Caroline	Nutrition Service Worker I Hughbanks Elementary School	07/08/2019
Malinowski, Linda	Account Clerk II Carter High School	08/19/2019
Mata, Bethzaida	Special Education Child Development Instructional Assistant Bemis Elementary School	08/04/2019

**RESIGNATIONS** - continued

Mejia, Stephanie	Nutrition Service Worker I Eisenhower High School	08/09/2019
Rivera, Eileen	Child Development Apprentice Curtis Preschool	07/29/2019
Syed, Crystal	Health Aide Rialto Middle School	08/16/2019
Uhler, Kristie	Health Aide Garcia Elementary School	07/26/2019
Villegas, David	Educational Technology Technician Rialto High School	07/29/2019

**TERMINATION OF PROBATIONARY CLASSIFIED EMPLOYEE**

Employee #2514510	School Secretary	07/15/2019
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**ADDITION OF BILINGUAL STIPEND** (2.75% of base salary)

Espinoza, Josue	Attendance/Records Clerk Frisbie/Rialto Middle School	07/25/2019
Garcia Zarate, Carlos	Account Clerk III Special Services	06/27/2019

**REMOVAL OF NIGHT DIFFERENTIAL\*\***

Hyde, Ernest (Repl. M. Lopez)	To: Custodian I Werner Elementary School From: Custodian I** Werner Elementary School	08/01/2019
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**SHORT TERM ASSIGNMENT**

Clerical Support	Fiscal Services (not to exceed 400 hours)	08/15/2019 – 06/30/2020	\$17.57 per hour
Library Support	Kucera Middle School (not to exceed 40 hours)	08/15/2019 – 08/21/2019	\$18.48 per hour
Library Support	Jehue Middle School (not to exceed 40 hours)	08/15/2019 – 08/30/2019	\$18.48 per hour

**SUBSTITUTES**

Aldana, Amanda	Health Clerk	08/05/2019	\$18.48 per hour
Alvarado, Casandra	Clerk Typist I	07/30/2019	\$17.57 per hour

(Ref. J 2.4)

**SUBSTITUTES (Continued)**

Cardenas, Nancy	Health Clerk	08/05/2019	\$18.48 per hour
Franco, Elizabeth	Health Aide	08/05/2019	\$15.89 per hour
Ibarra, Veronica I.	Instructional Assistant II	08/05/2019	\$16.29 per hour
Mlarkey, Caroline	Nutrition Service Worker I	07/09/2019	\$13.66 per hour
Muneton, Elia	Health Clerk	08/05/2019	\$18.48 per hour
Orozco, Elsa	Health Clerk	07/30/2019	\$18.48 per hour
Rivera, Eileen	Health Aide	07/30/2019	\$15.89 per hour
Ulibarri, Anna M.	Agent Facilities Planning Director	07/19/2019	\$65.43 per hour
Yamada, Judith	Health Clerk	08/05/2019	\$18.48 per hour

**CERTIFICATION OF ELIGIBILITY LIST – Administrative Agent**

Eligible: 08/15/2019  
Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Campus Security Officer I**

Eligible: 08/15/2019  
Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Campus Security Officer II/District Patrol**

Eligible: 08/15/2019  
Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Campus Security Officer III (Lead)**

Eligible: 08/15/2019  
Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Executive Administrative Agent**

Eligible: 08/15/2019  
Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Information Systems Agent**

Eligible: 08/15/2019  
Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Information Technology Help Desk Technician**

Eligible: 08/15/2019  
Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Junior Database Analyst**

Eligible: 08/15/2019

Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Library/Media Technician II**

Eligible: 08/15/2019

Expires: 02/15/2020

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

Eligible: 08/15/2019

Expires: 02/15/2020

**CERTIFICATION OF ELIGIBILITY LIST – Maintenance III-Welder**

Eligible: 08/15/2019

Expires: 02/15/2020

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

Eligible: 08/15/2019

Expires: 02/15/2020

\*\*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

(Ref. J 2.6)



**Rialto Unified School District**

**Board Date: August 14, 2019**

**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **CERTIFICATED EMPLOYEES – PERSONNEL REPORT # 1219**

**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 August 15, 2019, unless earlier day as indicated)

Alaniz, Adriana	08/01/2019
Escobar Flores, Vanessa	08/01/2019
Henderson, Trisha	08/01/2019
Highfill, Rhonda	08/01/2019
Ice, Alicia	08/01/2019
Lopatynski, Gary	08/01/2019
Mata, Bethzaida	08/01/2019
Mitchell, Megan	08/01/2019
Moulton, Jody	08/01/2019
Valiente, Bryan	08/01/2019

**RE-EMPLOYMENT**

Gaitan-Alvarez, Adriana	Preschool Teacher Garcia Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Ho, Vinh	Secondary Teacher Kolb Middle School	07/01/2019	III-4	\$65,814.00	(184 days)
Lewis, Ryan	Special Education Teacher Curtis Elementary School	07/01/2019	I-1	\$54,343.00	(184 days)
Orantes, Thomas	Special Education Teacher Kucera Middle School	07/01/2019	I-2	\$56,073.00	(184 days)
Randall, Justin	Special Education Teacher Carter High School	07/01/2019	I-2	\$56,073.00	(184 days)
Rodriguez, Eliot	Special Education Teacher Casey Elementary School	07/01/2019	I-3	\$57,853.00	(184 days)

**EMPLOYMENT**

Apreghilio, Abigail	Secondary Teacher Eisenhower High School	08/01/2019	I-1	\$54,343.00	(184 days)
Baier, Brent	Counselor Carter High School	08/08/2019	I-1	\$55,820.00	(184 days)

**EMPLOYMENT (Continued)**

Barkley, Jonathan	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Beckman, Catherine	Special Education Teacher Kucera Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Belza, Jenifer	Elementary Teacher Fitzgerald Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Bravo, Claudia	Elementary Teacher Bemis Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Brown, Brittney	Speech Therapist District Office	08/01/2019	1	\$83,455.00	(184 days)
Caldwell, Christian	Secondary Teacher Eisenhower High School	08/01/2019	I-1	\$54,343.00	(184 days)
Camps, Stacey	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Carreras, Rosalind	Special Education Teacher Eisenhower High School	08/01/2019	I-1	\$54,343.00	(184 days)
Carter, John	Secondary Teacher Rialto High School	08/01/2019	I-1	\$54,343.00	(184 days)
Castillo, Brianna	Elementary Teacher Dunn Elementary	08/01/2019	I-1	\$54,343.00	(184 days)
Cervantes, Stephanie	Secondary Teacher Rialto High School	08/01/2019	1-1	\$54,343.00	(184 days)
Chaidez, Fernando	Elementary Teacher Werner Elementary School	08/01/2019	II-1	\$57,060.00	(184 days)
Chandler, Ashley	Elementary Teacher Morris Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Chavez, Abel	Secondary Teacher Eisenhower High School	08/01/2019	III-1	\$59,912.00	(184 days)
Cowell, Amber	Special Education Teacher Rialto Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Davaloz, Davon	Secondary Teacher Carter High School	08/01/2019	I-1	\$54,343.00	(184 days)
Dolen, Del	Special Education Teacher Dunn Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Dominguez, Ivette	Secondary Teacher Kolb Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Garcia, Soledad	Special Education Teacher Kordyak Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Godinez Jr., John	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Gorton, Megan	Elementary Music Specialist District Office	08/01/2019	I-1	\$54,343.00	(184 days)
Guzman, Stephany	Secondary Teacher Eisenhower High School	08/01/2019	I-1	\$54,343.00	(184 days)
Hernandez, Elizabeth	Special Education Teacher Rialto Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Hsieh, Hsiaowen	School Nurse Health Services	07/31/2019	I-1	\$54,343.00	(184 days)
Jimenez, Rosabel	Elementary Teacher Bemis Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)

(Ref. J 3.2)

**EMPLOYMENT (Continued)**

Johnson, Eryn	Elementary Teacher Kordyak Elementary School	08/01/2019	I-4	\$54,343.00	(184 days)
Kavia, Shital	Secondary Teacher Rialto High School	08/01/2019	I-1	\$54,343.00	(184 days)
Keast, Mary	Secondary Teacher Carter High School	08/01/2019	I-1	\$54,343.00	(184 days)
Krivan, Beatriz	Elementary Teacher Bemis Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Landeros, Jessie	Elementary Teacher Myers Elementary School	08/01/2019	II-1	\$57,060.00	(184 days)
Lizaola, Alexis	Elementary Teacher Casey Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Lopez, Denis	Special Education Teacher Eisenhower High School	08/01/2019	I-1	\$54,343.00	(184 days)
Lugo, Elisa	Elementary Teacher Hughbanks Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Macias, Leticia	Preschool Teacher Werner Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Madrid, Clarissa	Secondary Teacher Rialto Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Maher, Andrew	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Martinez, Jeffrey	Adapted PE Specialist District Office	08/01/2019	I-1	\$54,343.00	(184 days)
Martz, Haley	Secondary Teacher Carter High School	08/01/2019	I-1	\$54,343.00	(184 days)
Maya, James	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Medina, Liliana	Elementary Teacher Werner Elementary School	08/01/2019	I-1	\$24,343.00	(184 days)
Mena, Rebecca	Elementary Teacher Boyd Elementary School	08/01/2019	II-1	\$57,060.00	(184 days)
Mireles Jr., Guadalupe	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Mondrala, Lynn	Secondary Teacher Kucera Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Nieblas, Linda	Elementary Teacher Curtis Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Ortiz, Danielle	Elementary Teacher Fitzgerald Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Perez, Rocio	Special Education Teacher Morgan Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Prado Jr., Fernando	Secondary Teacher Eisenhower High School	08/02/2019	I-1	\$54,343.00	(184 days)
Reyes, Rosalyn	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Robbin, Taylor	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Rodriguez, Carla	Elementary Teacher Dollahan Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)

(Ref. J 3.3)



**EMPLOYMENT (Continued)**

Salas, Felipe	Secondary Teacher Carter High School	08/01/2019	I-1	\$54,343.00	(184 days)
Sanchez, Selena	Activities Director Carter High School	07/25/2019	I-1	\$57,296.00	(184 days)
Segura Gutierrez, Elsy	Secondary Teacher Eisenhower High School	08/01/2019	I-1	\$54,343.00	(184 days)
Serrano, Erick	Elementary Teacher Kelley Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Swaim, Keri	Special Education Teacher Trapp Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Thomas, Cami	Secondary Teacher Eisenhower High School	08/01/2019	IV-1	\$62,908.00	(184 days)
Tripp, Trevor	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Trujillo, Amanda	Secondary Teacher Frisbie Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Tuxford, Jennifer	Secondary Teacher Rialto Middle School	08/02/2019	IV-1	\$62,908.00	(184 days)
Umeojiako-Udealor, Sonna	Elementary Teacher Preston Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Vasquez Jr., Juan	Secondary Teacher Kucera Middle School	08/01/2019	I-1	\$54,343.00	(184 days)
Willison, Ilia	Elementary Teacher Highbanks Elementary School	08/01/2019	I-1	\$54,343.00	(184 days)
Ybanez, Isabela	Elementary Teacher Morris Elementary School	08/01/2019	III-1	\$59,912.00	(184 days)

**INTERIM ADMINISTRATIVE ASSIGNMENT**

Bogarin, Alexis	Agent: Early Education	07/1/2019 - Rge. I Until further notice	\$118,305.00
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**RESIGNATIONS**

Bronder, Constance	Elementary Teacher	06/30/2019
Steffani, Vicky	Substitute Teacher	07/31/2019

**APPROVED LEAVE OF ABSENCE WITHOUT PAY**

Williams, Christine	Elementary Teacher	10/21/2019 – 05/31/2020
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**EXTRA DUTY COMPENSATION** (Nurses to provide services for immunization clinics mandated by California Law AB 354 during the 2019/2020 school year, at the hourly rate of \$45.04, not to exceed 30 hours and to be charged to Health Services)

Carnes, Pamela	Gutierrez, Cecilia	Theroith, Leslie
Elssman, Tamara	Horton, Ashley	

**EXTRA DUTY COMPENSATION** (Nurses to provide CPR and First Aid training during the 2019/2020 school year, at the hourly rate of \$45.04, not to exceed 50 hours and to be charged to Health Services)

Carnes, Pam  
Elssman, Tamara  
Flores, Claudia

Gutierrez, Cecilia  
Herman, Marilyn  
Horton, Ashley

Theroith, Leslie

**EXTRA DUTY COMPENSATION** (Nurse to prepare and review state preschool files during the 2019/2020 school year, at the hourly rate of \$45.04, not to exceed 35 hours, to be charged to Health Services)

Gutierrez, Cecilia

**EXTRA DUTY COMPENSATION** (Teachers at Boyd Elementary School to assess incoming kindergarten students during the 2019/2020 school year, at the hourly rate of \$45.04, not to exceed 12 hours, to be charged to General Fund)

DeZarn, Jenny  
Rivas, Maria

**SUPPLEMENTAL SERVICES** – (Supplemental Services for 2018/2019 at an hourly rate of \$50.00, not to exceed \$400 per day, effective 07/01/2019)

Baker, Howard

**EXTENDED WORK YEAR**

Arnold, Sandra  
(Replaces Tami Butler)

TOSA    Jehue Middle School

16 additional days

**HOME AND HOSPITAL TEACHER** (To be used during the 2019/2020 school year, as needed, at the regular hourly rate of \$45.04)

Aparicio, Mary  
Cedeno, Alvaro  
Estrada, Ilene  
Henry, Karen

Jaramillo, Mary M.  
Kellmer, Randall  
Miner, Linda  
Richards, Sharon

Stubblefield, Jeneen  
Vargas, Juan Carlos Luna

**EXTRA DUTY COMPENSATION** (Teacher at Simpson Elementary School to support/implement technology utilization and parent communication by keeping School Loop and school marquee current and up-to-date during the 2019/2020 school year, at the hourly rate of \$45.04, not to exceed 20 hours, to be charged to Title I funds)

Vasquez, Jose

**EXTRA DUTY COMPENSATION** (Induction Support Providers to provide support to new teachers during the 2019/2020 school year, at the hourly rate of \$45.05, not to exceed 30 hours, to be charged to Induction funds)

Best, LaVeas  
Contreras, Raul

Hughey-Bailey, Charmaine  
Paluba, Wanda

Spear, Myrna

**EXTRA DUTY COMPENSATION** (Evening administrator at the Adult School to assist with student assessment for placement in classes, at the hourly rate of \$25.00, not to exceed 50 hours, to be charged to Adult School funds)

Baker, Howard  
Gillespie, Nancy

**EXTRA DUTY COMPENSATION** (Evening administrator at the Adult School to assist with student assessment for placement in ESL classes, at the hourly rate of \$25.00, not to exceed 10 hours, to be charged to Adult School funds)

Baker, Howard

**EXTRA DUTY COMPENSATION** (Group Leader for the 2019/2020 school year)

Castro, Raquel	Speech Therapist (1/2 Share)	\$930.50
Hanna, Alison	School Psychologist	\$1,861.00
Kounas, Tony	Adapted Physical Education	\$1,772.00
Truett, Jennifer	Speech Therapist (1/2 Share)	\$930.50

**EXTRA DUTY COMPENSATION** (Ratify teachers at Carter High School that assisted with AP testing during the month of May 2019, at the hourly rate of \$43.73, not to exceed 18 hours, to be charged to College & Career Grant)

Best, LaVees	Fitzsimmons, John	Martin, Sheryl
Collins, Caroline	Hanson, Gary	Velasco, Aldo
DaSilva, Donald	Martin, Curtis	Wilson, Clark

**EXTRA DUTY COMPENSATION** (Additional class assignment at 1/6 of their daily rate or \$45.04, whichever is greater, for the fall semester of 2019/2020 school year, and to be charged to General Fund)

Jehue Middle School

Dean, Laura	ASB	08/05/2019
Mitchell, Melissa	Physical Education	08/05/2019
Oxley, Roger	Physical Education	08/05/2019
Quiros, Kenya	Physical Education	08/05/2019

Kucera Middle School

Bobadilla, Mirna	ELD	08/05/2019
Lowell, Jonathan	Social Studies	08/05/2019

Carter High School

Buckle, Jessica	ASB	08/05/2019
Berry, Gilbert	Sports - Basketball Coach	08/05/2019
Macias, Kenyo	Spanish I	08/05/2019
Olivares, Araceli	Spanish IIIIP Spanish Speaker	08/05/2019
Orthon, Michael	Science: The Living Earth	08/05/2019
Ramirez, Rosa	Spanish IVP	08/05/2019
Randall, Justin	Sports – Football Coach	08/05/2019
Rojano, Lucia	AP Spanish V Literature	08/05/2019

(Ref. J 3.6)

**EXTRA DUTY COMPENSATION (Continued)**

**Carter High School (Continued)**

Zabala, Pamela Environmental Science 08/05/2019

**Rialto High School**

Alcindor, Marie Foreign Language 08/05/2019  
Bacon, Timothy Science 08/05/2019  
Benavides, Angelo Science 08/05/2019  
Hemminger, Robert Fine Arts 08/05/2019  
Howell, Michelle Fine Arts 08/05/2019  
Huerta, Luis Foreign Language 08/05/2019  
Medlock, Luke Fine Arts 08/05/2019  
Oliveros, Cynthia APEX 08/05/2019  
Pearne, Scott Physical Education 08/05/2019  
Sittniewski, Carla Physical Education 08/05/2019  
Talton, Ericka APEX 08/05/2019  
Valero, Guadalupe Science 08/05/2019

**EXTRA DUTY COMPENSATION**

**Bemis Elementary School**

Abdullah, Hajirah Grade Level Lead 2019/2020 \$698.00  
Cauldren, Kevin Grade Level Lead 2019/2020 \$698.00  
Fuller, Wesley Grade Level Lead 2019/2020 \$698.00  
Gomez, Frank Grade Level Lead 2019/2020 \$698.00  
Leyva, Amanda Grade Level Lead 2019/2020 \$698.00  
Saldivar, Cecilia Grade Level Lead 2019/2020 \$698.00  
Williams, Deborah Grade Level Lead 2019/2020 \$698.00

**Boyd Elementary School**

Agosta, Jacqueline Grade Level Lead 2019/2020 \$698.00  
Gandy, Zulema Grade Level Lead 2019/2020 \$698.00  
Hammer, Vera Grade Level Lead 2019/2020 \$698.00  
Lindblom, Sasha Grade Level Lead 2019/2020 \$698.00  
Ramirez, Adriana Grade Level Lead 2019/2020 \$698.00  
Salgado, Rocio Grade Level Lead 2019/2020 \$698.00  
Walters, Sharon Grade Level Lead 2019/2020 \$698.00

**Casey Elementary School**

Aguirre, Veronica Grade Level Lead 2019/2020 (1/2 Share) \$349.00  
Aguirre, Veronica Academic Coaching 2019/2020 (1/2 Share) \$884.00

**Casey Elementary School**

Culberhouse, Karen Grade Level Lead 2019/2020 (1/2 Share) \$349.00  
Cullen, Jeudy Grade Level Lead 2019/2020 (1/2 Share) \$349.00  
Dale, Angie Grade Level Lead 2019/2020 (1/2 Share) \$349.00

(Ref. J 3.7)

EXTRA DUTY COMPENSATION (Continued)

Casey Elementary School (Continued)

Davila, Ida	Grade Level Lead	2019/2020 (1/2 Share)	\$349.00
Escobar, Aura	Grade Level Lead	2019/2020 (1/2 Share)	\$349.00
Gokavi, Esther	Grade Level Lead	2019/2020 (1/2 Share)	\$349.00
Hurtado, Olivia	Grade Level Lead	2019/2020 (1/2 Share)	\$349.00
Martinez, Raquel	Grade Level Lead	2019/2020	\$698.00
Rehfeld, Susan	Grade Level Lead	2019/2020	\$698.00
Tarbutton, Susan	Academic Coaching	2019/2020 (1/2 Share)	\$884.00
Valenzuela, Rafaela	Grade Level Lead	2019/2020	\$698.00
Vara, Yadira	Grade Level Lead	2019/2020	\$698.00
Vargas, Jackueline	Grade Level Lead	2019/2020	\$698.00
Weaver, Karen	Grade Level Lead	2019/2020	\$698.00
Weaver, Karen	PBIS Coach (Internal)	2019/2020	\$1,163.00

Dollahan Elementary School

Anderson, Meghan	Grade Level Lead	2019/2020	\$698.00
Emrick, David	PBIS Coach (Internal)	2019/2020	\$1,163.00
Franco, Rose	Grade Level Lead	2019/2020	\$698.00
Gastelo, Shelley	Grade Level Lead	2019/2020	\$698.00
Gutierrez, Molli	Grade Level Lead	2019/2020	\$698.00
Hicks, Laurie	Grade Level Lead	2019/2020	\$698.00
Mullane, Timothy	Grade Level Lead	2019/2020	\$698.00
Nava, Maria	Grade Level Lead	2019/2020	\$698.00

Fitzgerald Elementary School

Caruthers, Theodore	Academic Coaching	2019/2020	\$1,768.00
Caruthers, Theodore	Grade Level Lead	2019/2020	\$698.00
DeLaRosa, Annika	Grade Level Lead	2019/2020	\$698.00
Dignan, Casey	Grade Level Lead	2019/2020	\$698.00
Farino, Cheryl	Grade Level Lead	2019/2020	\$698.00
Genet, Israel	Grade Level Lead	2019/2020	\$698.00
Lewis, David	PBIS Coach (Internal)	2019/2020	\$1,163.00
Medellin, Michele	Grade Level Lead	2019/2020	\$698.00
Rashid, Eva	Grade Level Lead	2019/2020	\$698.00

Kelley Elementary School

Berge, Joshua	PBIS Coach (Internal)	2019/2020 (1/2 Share)	\$581.50
Chavarin, Monica	Grade Level Lead	2019/2020	\$698.00
Funke, Steve	Grade Level Lead	2019/2020	\$698.00
Koontz, Alyssa	Grade Level Lead	2019/2020	\$698.00
Koontz, Alyssa	Academic Coaching	2019/2020	\$1,768.00
Nava, Judy	PBIS Coach (Internal)	2019/2020 (1/2 Share)	\$581.50
Nava, Judy	Grade Level Lead	2019/2020	\$698.00
Rodriguez, Alicia	Grade Level Lead	2019/2020	\$698.00
Whitley, Leona	Grade Level Lead	2019/2020	\$698.00
Wilton, Mary	Grade Level Lead	2019/2020	\$698.00

## EXTRA DUTY COMPENSATION (Continued)

### Kordyak Elementary School

Bruno, Mary	Grade Level Lead	2019/2020	\$698.00
Clark, Amanda	Grade Level Lead	2019/2020	\$698.00
Gapuzan, Sandra	Grade Level Lead	2019/2020	\$698.00
Nordahl, Kari	Grade Level Lead	2019/2020	\$698.00
Sackman, Shannon	Grade Level Lead	2019/2020	\$698.00
Schnepp, Kimberly	PBIS Coach (Internal)	2019/2020	\$1,163.00
Steele, Karen	Grade Level Lead	2019/2020 (1/2 Share)	\$349.00
Torres, Carlos	Grade Level Lead	2019/2020 (1/2 Share)	\$349.00

### Morris Elementary School

Alvarado, Theresa	PBIS Coach (Internal)	2019/2020	\$1,163.00
Dover, Yulianna	Grade Level Lead	2019/2020	\$698.00
Henry, Kimberly	Grade Level Lead	2019/2020	\$698.00
Lockett, Mackenzie	Grade Level Lead	2019/2020	\$698.00
Merritt, Andrea	Academic Coaching	2019/2020	\$1,768.00
Ochoa, Caroline	Grade Level Lead	2019/2020	\$698.00
Solorzano-Carcamo, Narda	Grade Level Lead	2019/2020	\$698.00
Vargas, Dolores	Grade Level Lead	2019/2020	\$698.00
Worby, Heather	Grade Level Lead	2019/2020	\$698.00

### Preston Elementary School

Alcaraz, Eva	Grade Level Lead	2019/2020	\$698.00
Blancarte, Deidre	Grade Level Lead	2019/2020	\$698.00
Duran, Rita	Grade Level Lead	2019/2020	\$698.00
Liggan, Kimberly	AVID Coordinator	2019/2020 (1/2 Share)	\$651.50
McGuire, Lori	Grade Level Lead	2019/2020	\$698.00
Mendez, Imelda	AVID Coordinator	2019/2020 (1/2 Share)	\$651.50
Phelps, Andrea	Grade Level Lead	2019/2020	\$698.00
Reynolds, Denise	Grade Level Lead	2019/2020	\$698.00
Reynolds, Denise	Academic Coaching	2019/2020	\$1,768.00
Shetler, Jessi	Grade Level Lead	2019/2020	\$698.00
Tran, Antonette	PBIS Coach (Internal)	2019/2020	\$1,163.00

### Simpson Elementary School

Celaya, Lanette	Grade Level Lead	2019/2020	\$698.00
Diamond, Laura	Grade Level Lead	2019/2020	\$698.00
Dodson, Stephanie	Grade Level Lead	2019/2020	\$698.00
Emrick, Connie	Grade Level Lead	2019/2020	\$698.00
Herrin, Deanna	Grade Level Lead	2019/2020	\$698.00
Humble, Krista	Grade Level Lead	2019/2020	\$698.00
Jones, Silk	Grade Level Lead	2019/2020	\$698.00
Pera, Belma	PBIS Coach (Internal)	2019/2020	\$1,163.00

**EXTRA DUTY COMPENSATION (Continued)**

Trapp Elementary School

Barry, Donna	Grade Level Lead	2019/2020	\$698.00
Chovan, Sandra	Grade Level Lead	2019/2020	\$698.00
Dauss, Shawn	Grade Level Lead	2019/2020	\$698.00
Davila, Albert	PBIS Coach (Internal)	2019/2020	\$1,163.00
Davila, Albert	Academic Coaching	2019/2020 (1/6 Share)	\$294.67
Guzman, Claudia	Grade Level Lead	2019/2020	\$698.00
Guzman, Claudia	Academic Coaching	2019/2020 (1/6 Share)	\$294.67
Hollis, Rebecca	Grade Level Lead	2019/2020	\$698.00
Hollis, Rebecca	Academic Coaching	2019/2020 (1/6 Share)	\$294.67
Levine, Luz	Academic Coaching	2019/2020 (1/6 Share)	\$294.67
Stumpf, Margaret C.	Grade Level Lead	2019/2020	\$698.00
Swain, Keri	Academic Coaching	2019/2020 (1/6 Share)	\$294.67
Ubarrio, Yesenia	Grade Level Lead	2019/2020	\$698.00
Ubarrio, Yesenia	Academic Coaching	2019/2020 (1/6 Share)	\$294.67

Frisbie Middle School

Barbee, Rebecca	Drama	2019/2020 (1/2 Share)	\$884.00
Burchette, Michael	Drama	2019/2020 (1/2 Share)	\$884.00
Centeno, Ana	Activities Advisor	2019/2020	\$2,978.00
Centeno, Ana	Yearbook	2019/2020	\$1,210.00
Cortez, Moneka	AVID Coordinator	2019/2020	\$1,861.00
Henderson, Francesca	Band	2019/2020	\$2,327.00
Henderson, Francesca	Chorus	2019/2020	\$1,768.00
Valadez, Kathryn	PBIS Coach (Internal)	2019/2020	\$1,163.00

Jehue Middle School

Dean, Laura	Activities Advisor	2019/2020	\$2,978.00
Lane, Steven	Yearbook	2019/2020	\$1,210.00
Macias, Daniel	AVID Coordinator	2019/2020	\$1,861.00
Martindale, Jessica	WEB (Where Everybody Belongs) Advisor	2019/2020	\$1,163.00
Ott, Edward	Academic Coaching	2019/2020	\$2,606.00
Prado, Kathi	VAPA	2019/2020	\$1,861.00
Robinson, Teresa	Drama	2019/2020	\$1,768.00
Robinson, Teresa	PBIS Coach (Internal)	2019/2020	\$1,163.00

Rialto Middle School

Barron, David	Band	2019/2020	\$2,327.00
Barron, David	Chorus	2019/2020	\$1,768.00
Cannon, Tyra Brown	Activities Advisor	2019/2020	\$2,978.00
Hilbig, Carol	Yearbook	2019/2020	\$1,210.00
Jefferson, Veronica	WEB (Where Everybody Belongs) Advisor	2019/2020 (1/3 Share)	\$387.67
Johnson, Alycandria	WEB (Where Everybody Belongs) Advisor	2019/2020 (1/3 Share)	\$387.67
LaNaja, Sankey	PBIS Coach (Internal)	2019/2020	\$1,163.00

(Ref. J 3.10)

**EXTRA DUTY COMPENSATION (Continued)**

Rialto Middle School (Continued)

LaNaja, Sankey	WEB (Where Everybody Belongs) Advisor	2019/2020 (1/3 Share)	\$387.67
Martinez, Daniel	Academic Coaching	2019/2020	\$2,606.00
Mims-Williams, Lydia	AVID Coordinator	2019/2020	\$1,861.00

Carter High School

Allen-Hardesty, Shawna	PBIS Coach (Internal)	2019/2020 (1/2 Share)	\$581.50
Barnes, Susan	Choir	2019/2020	\$3,443.00
Brody, Wendy	PBIS Coach (Internal)	2019/2020	\$581.50
Buckle, Jessica	Link Crew	2019/2020 (1/2 Share)	\$581.50
Castillo, Adrienne	Yearbook	2019/2020	\$2,606.00
Davis-Cousins, Colleen	ROTC Drill Team	2019/2020	\$3,257.00
Gardner, Melissa	Asst. ROTC Drill Team	2019/2020	\$2,327.00
Holzbaugh, Laura	Band and Drill Team (Combined)	2019/2020	\$6,980.00
Miller, David	Link Crew	2019/2020	\$581.50
Miller, Rus	Drama	2019/2020	\$3,443.00
Paluba, Joseph	Athletic Director	2019/2020	\$4,653.00
Sanchez, Catherine	MESA	2019/2020	\$3,443.00
Sanchez, Selena	Student Activities	2019/2020	\$4,653.00
Schmidt, Steve	Mock Trial	2019/2020	\$3,443.00
Velasco, Aldo	AVID Coordinator	2019/2020	\$1,861.00
Wilson, Clark	Head Counselor	2019/2020	\$2,559.00
Wilson, Clark	Speech/Debate	2019/2020	\$3,443.00

Eisenhower High School

Benoit, David	Asst. ROTC Drill Team	2019/2020	\$2,327.00
Chamberlain, Stefanie	Choir	2019/2020	\$3,443.00
Davis, Jeremy	Speech/Debate	2019/2020	\$3,443.00
Hampton, Robert	PBIS Coach (Internal)	2019/2020 (1/2 Share)	\$581.50
Kull, Suzanne	Head Counselor	2019/2020 (1/2 Share)	\$1,279.50
Luster, Windfred	ROTC Drill Team	2019/2020	\$3,257.00
Marquez, Monique	Athletic Director	2019/2020	\$4,653.00
Price, Hazel	Yearbook	2019/2020	\$2,606.00
Pulido, Kristal	Link Crew	2019/2020	\$1,163.00
Pulido, Kristal	Student Activities	2019/2020	\$4,653.00
Quinto, Kellen	Academic Decathlon	2019/2020	\$3,443.00
Ressa, Vincent	Drama	2019/2020	\$3,443.00
Solorzano, Andreas	PBIS Coach (Internal)	2019/2020 (1/2 Share)	\$581.50
Stevenson, Lindsey	AVID Coordinator	2019/2020	\$1,861.00
Wood, Bridget	Head Counselor	2019/2020 (1/2 Share)	\$1,279.50

Rialto High School

Ansermet, Julien	Academic Decathlon	2019/2020	\$3,443.00
Conner, Rachel	Head Counselor	2019/2020	\$2,559.00
Cordaro, Anne	PBIS Coach (Internal)	2019/2020	\$1,163.00
Ireland, David	Drama	2019/2020	\$3,443.00

(Ref. J 3.11)



**EXTRA DUTY COMPENSATION (Continued)**

**Rialto High School (Continued)**

Kimmons, Patrick	AVID Coordinator	2019/2020	\$1,861.00
Kromas, Melissa	Link Crew	2019/2020	\$1,163.00
Kuklovsky, Shannon	Band and Drill Team (Combined)	2019/2020	\$6,980.00
Maya, Laurette	Mock Trial	2019/2020	\$3,443.00
Murray, Timothy	ROTC Drill Team	2019/2020	\$3,257.00
Rodriguez, Casandra	Journalism	2019/2020	\$2,327.00
Rodriguez, Steven	Choir	2019/2020	\$3,443.00
Streff, Kristy	Student Activities	2019/2020	\$4,653.00
Thompson, Jennifer	Yearbook	2019/2020	\$2,606.00
Thompson, Michael	MESA	2019/2020	\$3,443.00
Williams, Daniel	Athletic Director	2019/2020	\$4,653.00

**EXTRA DUTY COMPENSATION** (Department Chairpersons for the 2019/2020 school year)

**Frisbie Middle School**

Allen, Laurette	Social Studies	36 Sections	\$2,327.00
Banks, Tamara	English	37 Sections	\$2,327.00
Disbrow, Shannon	Special Education	20 Sections	\$2,327.00
Hoehn, Brian	Math	33 Sections	\$2,327.00
Nieberger, David	Science	32 Sections	\$2,327.00
Valadez, Kathryn	Physical Education	26 Sections	\$2,327.00

**Jehue Middle School**

Cipres, Maria	Science	52 Sections (1/2 Share)	\$1,628.50
Dahl, John	Math	52 Sections (1/2 Share)	\$1,628.50
Gayton, Mariana	English	52 Sections (1/2 Share)	\$1,628.50
Holland, Troy	Math	52 Sections (1/2 Share)	\$1,628.50
Lane, Steven	English	52 Sections (1/2 Share)	\$1,628.50
Magdaleno, Renee	Special Education	16 Sections	\$1,861.00
Montilla, Jose	Science	52 Sections (1/2 Share)	\$1,628.50
Robinson, Teresa	Social Studies	32 Sections	\$2,327.00
Rodriguez, Eric	Physical Education	33 Sections	\$2,327.00

**Kolb Middle School**

Byrnes, Mary	Math 7/8	25 Sections	\$2,327.00
Boggs, Rusty	Science	20 Sections	\$2,327.00
Johnson, Helen	Social Studies	20 Sections	\$2,327.00
Johnson, Stacey	Special Education	25 Sections	\$2,327.00
Keller, Katie	English Language Arts 7/8	25 Sections	\$2,327.00
Loepp, Aaron	Physical Education	21 Sections	\$2,327.00
Soriano, Jose	Math 6	13 Sections	\$1,861.00
Uy, John	English Language Arts 6	14 Sections	\$1,864.00

**EXTRA DUTY COMPENSATION** (Department Chairpersons for the 2019/2020 school year - Continued)

Carter High School

Allen-Hardesty, Shawna	Physical Education	27 Sections (1/2 Shares)	\$1,163.50
Cervantes, Bunnie	CTE	20 Sections	\$2,327.00
De La Torre, Evelia	Physical Education	27 Sections (1/2 Shares)	\$1,163.50
Johnson, Nikole	Special Education	36 Sections	\$2,327.00
Miller, Rus	VAPA	40 Sections (1/2 Shares)	\$1,163.50
Orloski, Kyle	Math	68 Sections	\$3,257.00
Orthon, Michael	Science	60 Sections	\$3,257.00
Ramirez, Rosa	Foreign Language	49 Sections	\$3,257.00
Ramos, Kimberly	VAPA	40 Sections (1/2 Shares)	\$1,163.50
Vicente, Rafael	Social Science	54 Sections	\$3,257.00
Wilson, Nicki	English	72 Sections	\$4,188.00

Rialto High School

Ansermet, Julien	Science	76 Sections (1/2 Shares)	\$2,094.00
Cantrell, Joye	CTE/ROP/Naval Science	42 Sections	\$2,327.00
Casarrubias, Liliana	Social Science	66 Sections	\$3,257.00
Cordaro, Anne	Physical Education/Health	29 Sections	\$2,327.00
Dawson, Courtney	Special Education	39 Sections (1/2 Shares)	\$1,163.50
Gardner, Rachel	English Language Arts	93 Sections (1/2 Shares)	\$2,094.00
Hoover, Carol	Special Education	39 Sections (1/2 Shares)	\$1,163.50
Merino, Linda	Math	86 Sections (1/2 Shares)	\$2,094.00
Oliveros, Cynthia	Foreign Language	43 Sections	\$2,327.00
Rodriguez, Steven	VAPA	35 Sections	\$2,327.00
Samuel, Kimberly	Math	86 Sections (1/2 Shares)	\$2,094.00
Spears, Kristen	English Language Arts	93 Sections (1/2 Shares)	\$2,094.00
Valero, Guadalupe	Science	76 Sections (1/2 Shares)	\$2,094.00

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**Submitted and Reviewed by:** Rhea McIver Gibbs and Rhonda Kramer

(Ref. J 3.13)



**Rialto Unified School District**

**Board Date: August 14, 2019**

**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent  
**ITEM:** **PROVISIONAL INTERNSHIP PERMIT**

**RESOLUTION # 19-20-03  
RESOLUTION OF THE BOARD OF EDUCATION  
RIALTO UNIFIED SCHOOL DISTRICT  
2019-2020**

August 14, 2019

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>
Garcia, Soledad	Kordyak Elementary	Provisional Internship Permit – Mild/Moderate	SDC
Guzman, Stephany	Eisenhower H.S.	Provisional Internship Permit – Single Subject	Science
Lizaola, Alexis	Casey Elementary	Provisional Internship Permit – Multiple Subject	Grade 1

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 14<sup>th</sup> day of August, 2019.

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

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

**Submitted by:** Rhea McIver Gibbs and Rhonda Kramer

(Ref. J 4.1)

**K DISCUSSION/ACTION ITEMS**



**Rialto Unified School District**

**Board Date: August 14, 2019**

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**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent  
**ITEM:** **DENIAL OF LIABILITY CLAIM NO. 19-20-01**

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**Background:** District received Claim No. 19-20-01 on July 19, 2019.

**Rationale:** Government Code, Section 900

**Recommendation:** Deny Liability Claim No. 19-20-01

**Fiscal Impact:** Unknown

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**Submitted by:** Derek Harris  
**Reviewed by:** Mohammad Z. Islam

(Ref. K 1.1)



## Rialto Unified School District

Board Date: August 14, 2019

**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **ADDENDUM TO AGREEMENT WITH INNOVATE ED**

**Background:** On May 8, 2019, the Board approved an agreement with InnovateEd for a total cost of \$336,000.00 to be paid for through the General Fund. A System of Support (SOS) proposal request was sent to San Bernardino County Superintendent of Schools (SBCSS) to request funding to help offset the total cost of the InnovateEd agreement. SBCSS graciously agreed to contribute \$90,000.00 to our work with InnovateEd for the 2019-2020 school year. As a result, the total cost for the Rialto Unified School District has been reduced from \$336,000.00 to \$246,000.00.

The purpose of the work with InnovateEd is to develop the collective capacity of educators at all levels of the school district to make the instructional changes required for raising the bar and closing gaps for all students. The District contracted with InnovateEd during the 2017-18 school year to work with all five (5) middle schools. During the 2018-19 school year, thirteen (13) schools worked with InnovateEd. This upcoming school year 2019-20, there are twenty (20) schools working with InnovateEd.

**Reasoning:** This is in line with the District's Strategic Plan, Strategy 7 – We will ensure resources and assets are allocated and developed to directly support student learning experiences; Strategy 6 – We will ensure we have exemplary staff who meets the unique needs and aspirations of our diverse students; Strategy 2 – We will provide rigorous and relevant instruction that supports each student's unique learning style.

**Recommendation:** Approve an addendum to the agreement with InnovateEd to reduce the previous total cost of \$336,000.00 to a new total cost of \$246,000.00 and all other terms and conditions will remain the same.

**Fiscal Impact:** \$246,000.00 – General Fund

**Submitted by:** Kelly Bruce  
**Reviewed by:** Darren McDuffie, Ed.D.

(Ref. K 2.1)



**Rialto Unified School District**

**Board Date: August 14, 2019**

**TO:** Board of Education  
**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent  
**ITEM:** **RESOLUTION NO. 19-20-04**

**RESOLUTION NO. 19-20-04  
RESOLUTION OF THE BOARD OF EDUCATION OF  
THE RIALTO UNIFIED SCHOOL DISTRICT**

**REMUNERATION**

August 14, 2019

**WHEREAS**, The Governing Board of the Rialto Unified School District acknowledges that Board Vice President Nancy G. O'Kelley was excused from the Wednesday, July 10, 2019, 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 Vice President Nancy G. O'Kelley from the Wednesday, July 10, 2019, Regular Meeting of the Board of Education.

\_\_\_\_\_  
Edgar Montes, President

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Submitted and Reviewed by: Cuauhtémoc Avila, Ed.D.**  
**(Ref. K 3.1)**



## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed. D., Superintendent

**ITEM:** **AGREEMENT WITH SOFTCHOICE CORPORATION**

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**Background:** The California Education Technology Professional Association (CETPA) and Microsoft Strategic Alliance (CAMSA) is an agreement between California Education Technology Professionals Association (CETPA), Microsoft and SoftChoice, to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's Enrollment for Educational Solutions (EES) program. Pursuant to Public Contract Code section 20118, authorization of the Board of Education is required to purchase from the Reseller agreement, project number 061119 between Kings County Office of Education and SoftChoice Corporation. Software installation is completed by our Technology Support Technicians III or Specialist staff.

**Reasoning:** Rialto Unified School District has taken advantage of the CAMSA licensing model in previous years in order to acquire software licensing from Microsoft for the use and benefits for faculty, staff and students. The offerings includes: Office 365, Advanced Security Management, Skype Meeting Business, Advanced Threat Analytics, and Minecraft for Education, enterprise license and productivity server licenses.

**Recommendation:** Ratify the agreement with SoftChoice Corporation for the annual Microsoft product installation and upgrades for Microsoft products, effective August 1, 2019 through July 30, 2020.

**Fiscal Impact:** \$341,695.13 – General Fund

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**Submitted by:** Beth Ann Scantlebury  
**Reviewed by:** Kelly Bruce

(Ref. K 4.1)





## Rialto Unified School District

Board Date: August 14, 2019

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**TO:** Board of Education

**FROM:** Cuauhtémoc Avila, Ed.D., Superintendent

**ITEM:** **AGREEMENT WITH FRONTLINE TECHNOLOGIES GROUP, LLC**

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**Background:** Education Services and Personnel Services requests the Board of Education to ratify and approve the renewal of the agreement with *Frontline Education, of Frontline Technologies Group, LLC*, for a one-year renewal of the Professional Learning Management system and a one year agreement of the Learning and Collaboration Resource System from July 1, 2019 to June 30, 2020 to support the district-wide monitoring of professional development for all District staff in one comprehensive system.

**Reasoning:** The Professional Learning Management system allows users to manage and track professional development hours, access and create online reports, and develop a private course catalog listing of professional development. The Learning and Collaboration Resource System will allow employees to complete micro-credentials, and to access online professional development training. In addition, this is the same company that provides the Absence Management System (formerly AESOP) that Rialto Unified School District uses in Personnel Services.

**Recommendation:** Ratify the renewal of the agreement of the Professional Learning Management system and approve the agreement of the Learning and Collaboration Resource System with *Frontline Education of Frontline Technologies Group, LLC*, to support district-wide monitoring of professional development for all staff, effective July 1, 2019 through June 30, 2020.

**Fiscal Impact:** \$91,261.84 - General Fund

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**Submitted by:** Carol Mehochko and Rhonda Kramer  
**Reviewed by:** Kelly Bruce and Mohammad Islam  
(Ref. K 5.1)

## **BELIEFS**

- Everyone has unique talents
- There is boundless power in all of us
- All people have equal inherent worth
- Diversity is strength
- Each person deserves respect
- High expectation inspires to high achievement
- Risk is essential for success
- Common and individual interest are reciprocal
- Integrity is critical to trust
- Honest conversation leads to understanding
- Music is the universal language
- A strong community benefits all of its members
- Everyone can contribute to the good of the community

## **PARAMETERS**

- We will make all decisions in the best interest of students
- We will honor the worth and dignity of each person
- We will hold the highest expectations of everyone
- We will assert the unlimited potential of every student
- We will practice participatory decision-making throughout the district
- We will not allow the past to determine our future

### **Back Cover Pictures**

(Top) Kelley Elementary School veteran teacher, **Ms. Maureen Trainor** welcomed students into their classroom while her mother looked on, happily.

(Bottom) Rialto USD Superintendent, **Dr. Avila** and Milor High School Principal, **Mrs. Kylie Griffin**, observed classrooms and welcomed students and parents during the first day of school.

