

A G E N D A
BOARD OF EDUCATION MEETING
RIVERSIDE UNIFIED SCHOOL DISTRICT
Board Room
6735 Magnolia Avenue, Riverside, California



BOARD OF EDUCATION:
MRS. KATHY ALLAVIE,
PRESIDENT
MR. TOM HUNT,
VICE PRESIDENT
MR. BRENT LEE,
CLERK
MRS. GAYLE CLOUD
AND MRS. PATRICIA
LOCK-DAWSON,
MEMBERS

Closed Session – 4:30 p.m.

May 4, 2015

Open Session – 5:30 p.m.

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification of accommodation in order to participate in a meeting should direct such request to the District Superintendent at 788-7135, Ext. 80402 at least 48 hours before the meeting, if possible.

As required by Government Code 54957.5, agenda materials can be reviewed by the public at the District's administrative offices, Reception Area, First Floor, 3380 Fourteenth Street, Riverside, California.

At approximately 9:00 p.m., the Board of Education will determine which of the remaining agenda items can be considered and acted upon prior to 9:30 p.m., and may continue all other items on which additional time is required until a future meeting. All meetings are scheduled to end at 9:30 p.m.

CALL MEETING TO ORDER – 4:30 p.m.

ESTABLISHMENT OF A QUORUM OF THE BOARD OF EDUCATION

PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS

CLOSED SESSION

The Board of Education will recess to Closed Session at 4:30 p.m. to discuss:

1. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918
2. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6

District Representative:	David C. Hansen, Ed.D. District Superintendent
Employee Organizations:	Riverside City Teachers Association California School Employees Association

3. Consideration of Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957
4. Consideration of Public Employee Appointment Pursuant to Government Code Section 54957.6

Title: Public Information Officer, School Assistance Program (SAP) Coordinator, and Elementary School Principal

RECONVENE OPEN SESSION

The Board of Education will convene in Open Session at 5:30 p.m.

JOINT JROTC COLOR GUARD PRESENTATION

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to our flag will be led by Heather Wolsleger, 6th grade Taft Elementary School student.

GROUP PERFORMANCE

The John W. North High School's Ballet Folkloric will perform for the Board of Education.

SECTION A – PRESENTATIONS

<u>Oral Report Assigned To</u>	<u>For Board</u>	<u>Page</u>
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A.1 City of Riverside Ballot Measure “A”

District Superintendent		1
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A brief presentation will be provided by a representative of the Riverside City Hall Administration concerning the pending City of Riverside Ballot Measure “A”.

A.2 John W. North High School Boys’ Varsity Basketball Team and Student Leaders – Trip to Jiangmen, China

Asst. Supt. Curr. & Inst. K-12		2-10
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Riverside Unified School District staff and students will provide a report.

SECTION B – REPORTS BY HIGH SCHOOL REPRESENTATIVES

B.1 High School Representatives

Paige Vann – Educational Options Center/Riverside Virtual School

Alison Baird – John W. North High School

Mae Johnson – Riverside Polytechnic High School

Tracy Doan – Ramona High School

SECTION C – DISTRICT SUPERINTENDENT’S REPORT

SECTION D – PUBLIC INPUT

*Public Input provides an opportunity for citizens to make suggestions, identify concerns, or request information about matters affecting the school District for items **NOT on the agenda**. Complaints against employees will normally be heard in Closed Session, and the District’s complaint procedure should be followed before discussion with the Board.*

Individuals or groups who wish to address the Board are requested to fill out a “Request to Address the Board of Education” card located on the table at the back of the Board Room. Comments or presentations should be limited to three minutes or less.

Pursuant to the Brown Act, Board of Education members cannot discuss or take action on any item which does not appear on the Consent and Action Calendars of the agenda. The Board of Education may provide a reference to staff or other resources of information, request staff to report back at a subsequent meeting, or direct staff to place an item on a future agenda.

SECTION E – DISTRICT EMPLOYEE GROUP REPORTS

E.1 RASM Presentation by Mr. Bernie Marez, Riverside Association of School Managers

District
Superintendent

Mr. Bernie Marez will report on the activities and accomplishments of the Riverside Association of School Managers (RASM).

E.2 RCTA Presentation by Mr. Tim Martin, President, Riverside City Teachers Association

District
Superintendent

Mr. Tim Martin will report on the activities and accomplishments of the Riverside City Teachers Association (RCTA).

SECTION F – CONSENT

Moved_____ Seconded_____ Vote_____

All items listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items to be removed from the Consent Calendar.

F.1 Minutes of Board Meeting

District
Superintendent

Consent 11-18

April 13, 2015 – Regular Board Meeting

F.2 Board of Education Representatives – Dual Language Immersion (DLI) Conference

Chief Academic
Officer

Consent 19

Request for approval to designate two parents as Representatives of the Board and to pay for conference fees, hotel fees, and to reimburse the representatives for travel

expenses incurred while attending a professional development conference.

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|------------|---|------------------------|---------|-------|
| F.3 | Board of Education Representatives – Request to Attend “No Excuses University Institute 2015 Conference” | Chief Academic Officer | Consent | 20 |
| | <i>Requesting Board of Education approval to designate our Parent Teacher Association (PTA) President and the Principal as Representatives of the Board and pay for conference fees, hotel fees, and to reimburse the representatives for travel expenses incurred while attending a professional development conference.</i> | | | |
| F.4 | Warrant List No. 14 | Deputy Supt. Business | Consent | 21-30 |
| | <i>The payment for the purchase of goods, materials, and services is done in school districts with checks called warrants. Warrant lists are presented to the Board of Education for ratification.</i> | | | |
| F.5 | Acceptance of Gifts and Donations to the District | Deputy Supt. Business | Consent | 31-33 |
| | <i>Individuals and entities may make gifts or donations of usable items or money to the District. Gifts or donations of \$100 or more in value are accepted and acknowledged by the Board of Education.</i> | | | |
| F.6 | Award of Bids | Deputy Supt. Business | Consent | 34-49 |
| | Award of Bid for Bid No. 2014/15-23 – Ramona High School Theater Remodel – Category 8 – Glazing & Windows | | | |
| | <i>This project consists of Glazing and Windows at the Ramona High School Theater Remodel.</i> | | | |
| | Award of Bid for Bid No. 2014/15-24 – Ramona High School Theater Remodel – Category 16 – Stage Equipment | | | |
| | <i>This project consists of Stage Equipment at the Ramona High School Theater Remodel.</i> | | | |
| F.7 | Ratification of Approval to Purchase Chromebooks – Cooperative Purchasing Agreement, Capistrano Unified School District – Bid No. 1415-12 | Deputy Supt. Business | Consent | 50-65 |
| | <i>Cooperative purchasing agreement for the purchase of Chromebooks.</i> | | | |

Resolution No. 2014/15-37 – Resolution of the Board of Education of the Riverside Unified School District to Authorize Budget Adjustments to Appropriate Revenues, Expenditures, and Fund Balance and to Transfer Between Accounts and Funds for the Following Fiscal Year

Approval of this agenda item will allow the District’s Business Office staff to process transfers for budget adjustments, to increase and decrease revenues and expenditures and to balance between accounts and major funds as needed for the 2015-16 fiscal year.

Resolution No. 2014/15-38 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Encumbrances of Funds for the Following Fiscal Year, Authorizing Signatures for Purchase Orders and Other Contractual Commitments and Establishing Not to Exceed Amounts

Approval of this agenda item will allow the District to encumber funds for the 2015-16 fiscal year and will authorize designated staff to sign purchase orders and contractual commitments within certain dollar limitations.

Resolution No. 2014/15-39 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Temporary Transfer of Funds From the District’s General Fund to the District’s Child Development Fund and From the District’s General Fund to the District’s Nutrition Services Fund for the Following Fiscal Year to Mitigate Potential Impacts of Funding Delays and Federal Sequestration

Approval of this agenda item will allow the District to provide temporary loans for the 2015-2016 fiscal year from the General Fund to the Child Development Fund and from the General Fund to the Nutrition Services Fund.

Resolution No. 2014/15-41 – Resolution of the Board of Education of the Riverside Unified School District to Authorize Year-end Budget Adjustments to Appropriate Revenues, Expenditures and Fund Balance and to Transfer Between Accounts and Funds for the Current Fiscal Year

Approval of this agenda item will allow the District’s Business Services staff to process year-end budget adjustments to

appropriate revenues, expenditures and fund balance, and to transfer between accounts and funds as needed to close the financial records for the 2014-15 fiscal year.

Resolution No. 2014/15-42 – Resolution of the Board of Education of the Riverside Unified School District Declaring the Relocatable Classroom at Mountain View Elementary School Surplus Property and Authorizing the Sale

A resolution is requested to declare a relocatable classroom at Mountain View Elementary School to be surplus and authorizing the sale.

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|------------|--|--------------------------|---------|-------|
| F.9 | Approval of Three Tentative Agreements and One Memorandum of Understanding Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association | Asst. Supt.
Personnel | Consent | 85-98 |
|------------|--|--------------------------|---------|-------|

It is recommended that the Board of Education approve three Tentative Agreements and the one Memorandum of Understanding between the Riverside Unified School District and Riverside City Teachers Association for employees represented by the Riverside City Teachers Association.

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| F.10 | Approval of Tentative Agreements Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association | Asst. Supt.
Personnel | Consent | 99-118 |
|-------------|--|--------------------------|---------|--------|

It is recommended that the Board of Education approve three Tentative Agreements between the Riverside Unified School District and Riverside City Teachers Association for employees represented by the Riverside City Teachers Association.

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|-------------|--|--------------------------|---------|---------|
| F.11 | Approval of Four Tentative Agreements Between Riverside Unified School District and Its Employees Represented by the California School Employees Association, Chapter 506 | Asst. Supt.
Personnel | Consent | 119-135 |
|-------------|--|--------------------------|---------|---------|

It is recommended that the Board of Education approve four Tentative Agreements between the Riverside Unified School District and California School Employees Association, Chapter 506 for the employees represented by the California School Employees Association, Chapter 506.

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|-------------|---|---------------------------|---------|---------|
| F.12 | Notice of Completion – Purchase Order C6003425 – Bid 2014/15-04 UCCAP – Upgrade Portable Classroom Lighting Reflector Retrofit at Education Options Center, John W. North High School, and Highgrove Elementary School | Asst. Supt.
Operations | Consent | 136-137 |
|-------------|---|---------------------------|---------|---------|

A Notice of Completion is recommended for the Upgrade Portable Classroom Lighting Reflector Retrofit project.

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|-------------|--|--------------------------------------|---------|------------------------|
| F.13 | Resolution No. 2014/15-46 – Resolution of the Board of Education of Riverside Unified School District Amending the Facilities Improvement Plan With Respect to Martin Luther King High School – LED Lighting Retrofits in the Gymnasium and Theater, and HVAC Replacement in the Gymnasium | Asst. Supt.
Operations | Consent | 138-140 |
| | <i>Staff recommends the adoption of Resolution No. 2014/15-46, amending the Facilities Improvement Plan for all school sites with respect to Martin Luther King High School – LED Lighting Retrofits in the Gymnasium and Theater, and HVAC Replacement in the Gymnasium as an eligible project for Measure B funding.</i> | | | |
| F.14 | Out-of-Country Field Trip – Riverside STEM Academy/ Martin Luther King High School | Asst. Supt.
Curr. & Inst.
K-12 | Consent | 141-143 |
| | <i>Tohoku University of Sendai, Japan, a sister city of Riverside, is providing an opportunity for four RUSD students and two teachers to attend a recruitment event for three English language STEM programs they offer to international students.</i> | | | |
| F.15 | Approval of Head Start Progress Report for March 2015 | Asst. Supt.
Curr. & Inst.
K-12 | Consent | 144-145 |
| | <i>Required monthly update regarding Head Start activities and budget.</i> | | | |
| F.16 | Recommended Actions From the Administrative Hearing Panel and/or the Executive Director, Pupil Services/SELPA and Adoption of the Findings of Fact for All Approved Cases | Exec. Director
Pupil Serv./SELPA | Consent | Confidential
Insert |
| | Cases for Expulsion With a Recommendation for Suspended Expulsion | | | |
| | <i>Education Code Section 48917 provides that a student who has been recommended for expulsion may have the expulsion suspended by the Board of Education. The suspended expulsion is valid for the term of the original expulsion order. The student is placed upon school probation, assigned to a school program, and must remain there until the conditions identified in the Rehabilitation Plan are met.</i> | | | |
| | <i>Student Cases: #2014-079, #2014-086, #2014-088, #2014-091, #2014-092, #2014-093, #2014-094</i> | | | |

Case for Admittance of a Student Expelled by Another District

Education Code Section 48915 permits school districts to enroll a student expelled by another school district for certain specific violations following a hearing in which the receiving school district determines the student does not represent a threat to the safety of students or staff or of disrupting the instructional program.

Student Case: #2014-00N

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|-------------|--|--------------------------|---------|---------|
| F.17 | Certificated Personnel Assignment Order CE 2014/15-14 | Asst. Supt.
Personnel | Consent | 146-152 |
|-------------|--|--------------------------|---------|---------|

The latest District's management, certificated personnel actions are presented to the Board of Education for approval.

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| F.18 | Classified/Non-Classified Personnel Assignment Order CL 2014/15-14 | Asst. Supt.
Personnel | Consent | 153-161 |
|-------------|---|--------------------------|---------|---------|

The latest District's classified personnel actions are presented to the Board of Education for approval.

SECTION G – REPORTS/DISCUSSION

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|------------|---|---------------------------|--------|-----|
| G.1 | Local Control and Accountability Plan (LCAP) Revisions, Development, Monitoring, and Annual Update | Chief Academic
Officer | Report | 162 |
|------------|---|---------------------------|--------|-----|

Staff will provide a status report on the revisions, development, monitoring, and annual update of the 2015-18 LCAP.

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|------------|---|--------------------------|--------|---------|
| G.2 | Disclosure of Tentative Agreements and Memorandums of Understanding Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association | Asst. Supt.
Personnel | Report | 163-184 |
|------------|---|--------------------------|--------|---------|

This item represents the public disclosure of the terms and conditions, including financial impact, of Tentative Agreements and Memorandums of Understanding for employees represented by the Riverside City Teachers Association.

SECTION H – PUBLIC HEARINGS

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|------------|---|--------------------------|-------------------|---------|
| H.1 | <u>Public Hearing</u> – Public Hearing Prior to Adoption of Resolution No. 2014/15-43 - A Resolution of the Board of Education of Riverside Unified School District Granting an Easement and Right-of-Way to the City for a Temporary Construction Easement at 6401 Lincoln Avenue | Deputy Supt.
Business | Public
Hearing | 185-187 |
|------------|---|--------------------------|-------------------|---------|

Staff recommends that the Board of Education hold a public hearing prior to adoption of Resolution No. 2014/15-43 Granting an Easement and Right-of-Way to the City of Riverside for Temporary Construction Easement at 6401 Lincoln Avenue.

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|------------|--|--------------------------|-------------------|---------|
| H.2 | <u>Public Hearing</u> – Public Hearing Prior to Adoption of Resolution No. 2014/15-45 - Finding the Acquisition of Real Property Exempt From the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption | Deputy Supt.
Business | Public
Hearing | 188-190 |
|------------|--|--------------------------|-------------------|---------|

Public Hearing Prior to Adoption of Resolution No. 2014/15-45 – Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption regarding real property located at 18945 Van Buren Boulevard, Riverside.

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|------------|--|--------------------------|-------------------|---------|
| H.3 | <u>Public Hearing</u> – Public Hearing Prior to Adoption of Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt From the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption | Deputy Supt.
Business | Public
Hearing | 191-193 |
|------------|--|--------------------------|-------------------|---------|

Public Hearing Prior to Adoption of Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption located at 9174 Indiana Avenue, Riverside.

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|------------|---|--------------------------|-------------------|---------|
| H.4 | <u>Public Hearing</u> – 2015-2016 Initial Proposals for Negotiations, Submitted by the Riverside Unified School District Board of Education With Riverside City Teachers Association | Asst. Supt.
Personnel | Public
Hearing | 194-196 |
|------------|---|--------------------------|-------------------|---------|

A public hearing is to be held on the initial proposal for negotiations submitted by the Riverside Unified School District Board of Education with the Riverside City Teachers Association (RCTA) for the 2015-2016 school year.

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| H.5 | <u>Public Hearing</u> – 2015-2016 Initial Proposals for Negotiations, Submitted by the Riverside City Teachers Association With the Riverside Unified School District Board of Education | Asst. Supt.
Personnel | Public
Hearing | 197-199 |
|------------|---|--------------------------|-------------------|---------|

A public hearing is to be held on the initial proposal for

negotiations submitted by the Riverside City Teachers Association (RCTA) with the Riverside Unified School District Board of Education for the 2015-2016 school year.

SECTION I – ACTION

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|------------|---|--------------------------|--------|---------|
| I.1 | Resolution No. 2014/15-43 - Resolution of the Board of Education of Riverside Unified School District Granting an Easement and Right-of-Way to the City Riverside for a Temporary Construction Easement at 6401 Lincoln Avenue | Deputy Supt.
Business | Action | 200-203 |
|------------|---|--------------------------|--------|---------|

It is recommended that the Board of Education adopt Resolution No. 2014/15-43 Granting an Easement and Right-of-Way to the City Riverside for a Temporary Construction Easement at 6401 Lincoln Avenue.

Moved_____ Seconded_____ Vote_____

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|------------|--|--------------------------|--------|---------|
| I.2 | Resolution 2014/15-45 - Resolution of the Riverside Unified School District Finding the Acquisition of Real Property Exempt From the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption | Deputy Supt.
Business | Action | 204-212 |
|------------|--|--------------------------|--------|---------|

Resolution 2014/15-45 - Resolution of the Riverside Unified School District Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption regarding real property located at 18945 Van Buren Boulevard, Riverside.

Moved_____ Seconded_____ Vote_____

- | | | | | |
|------------|--|--------------------------|--------|---------|
| I.3 | Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt From the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption | Deputy Supt.
Business | Action | 213-221 |
|------------|--|--------------------------|--------|---------|

Resolution 2014/15-36 – Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption regarding real property located at 9174 Indiana Avenue, Riverside.

Moved_____ Seconded_____ Vote_____

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|------------|--|--------------------------|--------|---------|
| I.4 | Resolution No. 2014/15-44 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Issuance and Sale of General Obligation Refunding Bonds, Series 2015, in a Principal Amount Not To Exceed \$54,000,000, and Approving Certain Other Matters Related Thereto | Deputy Supt.
Business | Action | 222-374 |
|------------|--|--------------------------|--------|---------|

The Board of Education will consider adoption of Resolution No. 2014/15-44 authorizing the issuance of the Riverside Unified School District General Obligation Refunding Bonds, Series 2015 for the purpose of refunding the Series B General Obligation Bonds, which are outstanding in the amount of \$50,840,000.

Moved_____ Seconded_____ Vote_____

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|------------|--|--------------------------------------|--------|---------|
| I.5 | Approval of Recommended Instructional Materials for Secondary English Language Arts | Asst. Supt.
Curr. & Inst.
K-12 | Action | 375-397 |
|------------|--|--------------------------------------|--------|---------|

The instructional materials have been presented to the Instructional Services Subcommittee and have completed 30 days of public display. These novels are new additions to our RUSD Approved Novel Lists in grade 7, grade 9, grade 10, and grade 11.

Moved_____ Seconded_____ Vote_____

- | | | | | |
|------------|---|--------------------------------------|--------|---------|
| I.6 | Approval of Classes Offered at Riverside Adult School During 2014-15 School Year | Asst. Supt.
Curr. & Inst.
K-12 | Action | 398-401 |
|------------|---|--------------------------------------|--------|---------|

The Instructional Services staff requests approval of the 2014-15 courses offered by Riverside Adult School. This approval is a requirement for receiving the federal Adult Education Family Literacy Act (AEFLA) funding.

Moved_____ Seconded_____ Vote_____

SECTION J – CONCLUSION

- J.1 Board Members’ Comments**
- J.2 Agenda Items for Future Meetings
Monday, June 1, Regular Board Meeting**

ADJOURNMENT

The next meeting of the Board of Education is scheduled for Monday, May 18, 2015, for the RUSD Night of Celebrations. The event will be called to order at 5:30 p.m. in the Riverside Polytechnic High School – Arthur Littleworth Theater at 5450 Victoria Avenue, Riverside, California.



Riverside Unified School District

3380 14th Street • Riverside, CA • 92501

Board Meeting Agenda May 4, 2015

Topic: City of Riverside Ballot Measure “A”

Presented by: David C. Hansen, Ed.D., District Superintendent

Responsible
Cabinet Member: David C. Hansen, Ed.D., District Superintendent

Type of Item: Presentation

Short Description: A brief presentation will be provided by a representative of the Riverside City Hall Administration concerning the pending City of Riverside Ballot Measure “A”.

DESCRIPTION OF AGENDA ITEM:

A representative of the Riverside City Hall Administration will provide a brief presentation to the Board of Education regarding the City’s viewpoint concerning the pending Ballot Measure “A”, which if approved, will change the Riverside Municipal Code to allow storefront and mobile marijuana dispensaries to operate in the City.

Ballot Measure “A” is scheduled for the City of Riverside mail ballot election on Tuesday, June 2, 2015.

FISCAL IMPACT: None

RECOMMENDATION: Presentation only. No action required.

ADDITIONAL MATERIAL: None

**Board Meeting Agenda
May 4, 2015**

Topic: John W. North High School Boys’ Varsity Basketball Team and Student Leaders - Trip to Jiangmen, China

Presented by: Dr. Lynne Sheffield, Principal, John W. North High School
Ms. Rebecca Porter, Student Activities Director, John W. North High School
Deshaun Highler, Varsity Basketball
Dikymbe Martin, Varsity Basketball
Jonathan Opsahl, *North Star* Representative
Bria Palmer, United Student League President

Responsible Cabinet Member: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12

Type of Item: Presentation

Short Description: Riverside Unified School District staff and students will provide a report.

DESCRIPTION OF AGENDA ITEM:

Members of the John W. North Boys’ Basketball Team, United Student League, *North Star*, and International Baccalaureate and Honors Chinese classes traveled to Jiangmen, China, to visit Riverside’s Sister City. The International Relations Council sponsored the trip which included cultural exchange activities with students of Jiangmen #1 High School. Through homestays with Chinese families and tours of historic sites in Beijing, Hong Kong and Jiangmen, students developed leadership skills and a global perspective and appreciation of both American and Chinese culture.

FISCAL IMPACT: None

RECOMMENDATION: Report only. No action is requested.

ADDITIONAL MATERIALS: PowerPoint Presentation

Attached: Yes



JOHN W. NORTH HIGH SISTER-CITY CULTURAL TOUR, 2015

With visits to Hong Kong, Jiangmen, and Beijing

BEFORE OUR DEPARTURE...



HONG KONG











Definitely a trip to remember.



This is an uncorrected copy of Board Minutes. The Minutes do not become official until they are approved by the Board at the next meeting.

**RIVERSIDE UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION
MONDAY, APRIL 13, 2015
BOARD ROOM
6735 MAGNOLIA AVENUE, RIVERSIDE, CALIFORNIA**

CALL THE MEETING TO ORDER

Mrs. Kathy Allavie, Board President, called the meeting to order at 4:30 p.m.

MEMBERS PRESENT

Mrs. Kathy Allavie, Board President; Mr. Tom Hunt, Vice President; Mr. Brent Lee, Board Clerk; Mrs. Gayle Cloud, Member; and Mrs. Patricia Lock-Dawson, Member.

Also present were District Superintendent, Dr. David C. Hansen, members of the staff, and other interested citizens.

PUBLIC PARTICIPATION ON CLOSED SESSION MATTERS

There were no requests received to address the Board members regarding Closed Session items.

The Board adjourned to Closed Session at 4:30 p.m.

CLOSED SESSION

1. Consideration of Pupil Services Matters Pursuant to Education Code Sections 35146 and 48918
2. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6
 - District Representative: David C. Hansen, Ed.D., District Superintendent
 - Employee Organizations: Riverside City Teachers Association
California School Employees Association
3. Consideration of Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957
4. Consideration of Public Employee Appointment Pursuant to Government Code Section 54957.6

Title: Assistant Director, Pupil Services

RECONVENE OPEN SESSION

The Board reconvened in Open Session at 5:30 p.m. Mrs. Allavie announced that the following action was taken by the Board during Closed Session:

It was moved by Mrs. Lock-Dawson and seconded by Mrs. Cloud to approve the appointment of Dr. Gary Mc Guire, as the Assistant Director, Pupil Services:

AYES: Allavie, Cloud, Hunt, Lee, Lock-Dawson
NOES: None
ABSENT: None

ABSTAIN: None

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to our flag was led by Rachael Shah, 6th grade Mark Twain Elementary School student.

GROUP PERFORMANCE

The Riverside Polytechnic High School Poly Strings Ensemble "Muse Club" performed for the Board of Education.

SECTION A – PRESENTATIONS

A.1 Certificate of Appreciation to Jaime Ochoa, RUSD Employee

Chief Sergio Diaz and Officer Ryan Railsback, Riverside Police Department presented Mr. Jaime Ochoa, RUSD Drop-Out and Retention Specialist, with a plaque for his invaluable service as part of the Opportunity with Education (OWE) program.

A.2 Hispanas Organized for Political Equality (HOPE)

Ms. Marisa Yeager, Chair, Youth Leadership, Development Committee, and Ms. Darlene Trujillo Elliot, Latino Network Youth Leadership, provided the opportunity for a group of RUSD young ladies to present a PowerPoint regarding the Annual Latina History Day Conference.

SECTION B – REPORTS BY HIGH SCHOOL REPRESENTATIVES

B.1 Reports presented by Martin Luther King, Abraham Lincoln, and Arlington High Schools' Student Board Representatives.

SECTION C – DISTRICT SUPERINTENDENT'S REPORT

Mrs. Lynn Carmen Day, Chief Academic Officer, shared the results of the RIMS Science and Engineering Fair which resulted in our elementary schools receiving 2 gold, juniors 5, and 6 for our seniors. She noted of these projects that 10 will move forward to the California State Science Fair, to be held on May 18-19 at the California Science Center in Los Angeles. She discussed that the Pupil Services/SELPA Department has created a Facebook page to provide the community, parents, students, and school staff more information about the department and other relevant topics. She stated the Local Education Agency (LEA) Committee approved 73 grants in an amount up to \$2,500 for the total grant expenditure of \$110,000. In closing, Mrs. Carmen Day stated that the Instructional Services Division has made the CUM card electronic.

Dr. Hansen shared that Kevin Torres-Dominguez was recognized at the Thursday, April 9 Good Morning Riverside meeting. He said that Kevin is ranked #3 in his senior class at Ramona High School and is a Salutatorian with a GPA of 4.4. He shared what stands out most about Kevin is that he is a symbol of hope and inspiration for all undocumented students who are known as the "Dreamers". He noted that Kevin is also a member of the Riverside Youth Grantmakers Committee where he practices acts of philanthropy that makes his community a better place for teens. Dr. Hansen said that he spent his summers working in a manual day laborer type job and helping mentally challenged children develop social and fine motor skills through his

volunteerism at an equestrian center. He said that Kevin also serves as a member of Ramona's Key Club and Habitat for Humanity.

Dr. Hansen stated that Kevin has a shared commitment with UCR and plans to study health services and enter the allied health services field. In addition, he said that Kevin was offered a summer internship at the Riverside Medical Clinic by the President/COO, Judy Carpenter, where he will shadow doctors and nurses.

Dr. Hansen discussed that the keynote speaker at Good Morning Riverside was Janet Napolitano, President of the University of California and former U.S. Secretary of Homeland Security. He said after speaking at the Good Morning Riverside event, she met privately with about a dozen local business, civic, and education leaders for a roundtable discussion meeting on education issues in California. He stated during this meeting that he had the opportunity to speak with President Napolitano about her support of dual enrollment for our high school students as we explore creating a partnership to establish a Middle College High School.

Recently, Dr. Hansen shared that approximately 60 students between grades 8-12 were nominated to be one of Riverside's Most Remarkable Teens! He noted that the Riverside Youth Council went through all of the applications and selected 25 hardworking teens who give back to their community. He said that we are proud to report that 14 of these 25 Most Remarkable Teens are from schools in RUSD. On May 12 at 4:00 p.m., he reported that these remarkable teens will be acknowledged at a special City Council meeting located in the Council Chambers at City Hall.

Dr. Hansen congratulated King High School and Assistant Principal/Athletic Director Tony Masi and Ramona High School and Assistant Principal/Athletic Director John Tibbels. He reported that both had been recognized as recipients of the 2015 Citrus Belt Athletic Directors Association's Sportsmanship Award. He said this award honors member schools that emphasize sportsmanship and conducting their athletic programs with honor.

SECTION D – PUBLIC INPUT

The following individuals spoke to the Board members: Ms. Azin Mobasher discussed her concerns related to the relationship between Riverside Community College (RCC) and the Riverside STEM Academy, and Mr. Kevin Burke talked about Riverside Polytechnic High School football concerns.

SECTION E – DISTRICT EMPLOYEE GROUP REPORTS

E.1 Riverside Council PTA Presentation by Ms. Sandie Page, President

Ms. Sandie Page reported on the activities and accomplishments of the Riverside Council Parent Teacher Association (PTA).

E.2 CSEA Presentation by Mr. Daniel Rudd, President, Riverside Unified School District, Chapter #506

Mr. Daniel Rudd reported on the activities and accomplishments of the California School Employees Association (CSEA).

SECTION F – CONSENT

Approval of the Consent Calendar was moved by Mrs. Cloud and seconded by Mr. Hunt was approved by members present, with the following roll call vote:

AYES: Allavie, Cloud, Hunt, Lee, Lock-Dawson
NOES: None
ABSENT: None
ABSTAIN: None

Items in the Consent Calendar have been published with the agenda and copies are on file in the District administrative offices.

SECTION G – REPORTS/DISCUSSION

G.1 Disclosure of Three Tentative Agreements and One Memorandum of Understanding Between the Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association

Mrs. Susan Mills, Assistant Superintendent, Department of Personnel Leadership and Development, shared that this item represents the public disclosure of the terms and conditions, including financial impact, of Tentative Agreements and Memorandum of Understanding for employees represented by the Riverside City Teachers Association.

G.2 Disclosure of Tentative Agreements Between the Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association

Mrs. Mills noted that this item represents the public disclosure of the terms and conditions, including financial impact, of Tentative Agreements for employees represented by the Riverside City Teachers Association.

G.3 Disclosure of Tentative Agreements Between the Riverside Unified School District and Its Employees Represented by the California School Employees Association, Chapter 506

Mrs. Mills indicated that this item represents the public disclosure of the terms and conditions, including financial impact, of Tentative Agreements for employees represented by the California School Employees Association, Chapter 506.

SECTION H – PUBLIC HEARING

H.1 Public Hearing – Notice of Public Hearing of the Riverside Unified School District Relating to Consideration of Approval of a School Facilities Needs Analysis and Consideration of Adoption of Alternative School Facility Fees in Compliance With Government Code Sections 65995.5, 65995.6 and 65995.7

Mrs. Allavie opened the Public Hearing at 6:44 p.m.

Dr. Kirk Lewis, Assistant Superintendent, Operations, explained the background to this item and that it is required to review and consider adoption of a report entitled “School Facilities Needs Analysis,” dated January 30, 2015, and to consider and respond to all public comments received by the District.

Mr. Nate Miller, Building Industry Association (BIA), addressed the Board members sharing his concerns and his opposition to raising the fees.

Mrs. Allavie closed the Public Hearing at 6:46 p.m.

SECTION I– ACTION

I.1 Resolution No. 2014/15-25 – Resolution of the Board of Education of the Riverside Unified School District Approving a School Facilities Needs Analysis, Adopting Alternative School Facility Fees in Compliance With Government Code Sections 65995.5, 65995.6, and 65995.7, Adopting Responses to Public Comments Received and Making Related Findings and Determinations

Dr. Lewis introduced Mrs. Hayley Calhoun, Director, Planning of Development, who introduced Mr. Doug Floyd and Ms. Lyn Gruber, Koppel & Gruber Public Finance, who reviewed a PowerPoint regarding the School Facilities Needs Analysis.

The item was moved by Mr. Hunt and seconded by Mr. Lee and was approved by the following roll call vote to maintain the Level II fees at \$3.77:

YES: Hunt, Lee, Lock-Dawson
NOES: Allavie, Cloud
ABSENT: None
ABSTAIN: None

Mrs. Cloud left the meeting at 7:21 p.m.

I.2 Proposed High School Course – Show Choir

Mr. Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12, introduced Ms. Kellori Dower, Teacher, who reviewed a PowerPoint providing information about a new Visual and Performing Arts (VAPA) course being submitted for approval to the Board of Education. She noted the course proposal was submitted to the Riverside Unified School District Instructional Services Board Subcommittee on February 11, 2015.

The item was moved by Mrs. Lock-Dawson and seconded by Mrs. Allavie and was approved by the following roll call vote to approve the high school course proposal for Show Choir:

AYES: Allavie, Hunt, Lee, Lock-Dawson
NOES: None
ABSENT: Cloud
ABSTAIN: None

I.3 Approval of Transitional Kindergarten Course of Study Purchasing Comprehensive Curriculum Materials for Transitional Kindergarten

Mr. Garcia introduced Mr. Brad Shearer, Director, Elementary Education and Ms. Carolina Michel, Instructional Services Specialist, who reviewed a PowerPoint presentation requesting approval of a Transitional Kindergarten Course of Study including specific Transitional Kindergarten standards. They discussed that approval is also requested for the adoption and purchase of instructional materials for use in Transitional Kindergarten classrooms.

The item was moved by Mr. Lee and seconded by Mrs. Lock-Dawson and was approved by the following roll call vote to approve the purchase of Transitional Kindergarten comprehensive instructional materials:

AYES: Allavie, Hunt, Lee, Lock-Dawson
NOES: None
ABSENT: Cloud
ABSTAIN: None

I.4 Policy #3470 – Debt Management Policy – Second Reading and Adoption

Mr. Michael Fine, Deputy Superintendent, Business Services and Governmental Relations, indicated that revised Board Policy #3470 – Debt Management Policy – has been revised to reflect current best practice for the Board of Education’s consideration for Second Reading and Adoption.

The item was moved by Mr. Hunt and seconded by Mr. Lee and was approved by the following roll call vote to approve the revised Board Policy #3470:

AYES: Allavie, Hunt, Lee, Lock-Dawson
NOES: None
ABSENT: Cloud
ABSTAIN: None

I.5 Resolution No. 2014/15-34 – Resolution of the Board of Education of Riverside Unified School District Declaring Its Intention to Grant an Easement and Right-of-Way to the City of Riverside for a Temporary Construction Easement at 6401 Lincoln Avenue and Declaring a Public Hearing

Mr. Fine noted that it is recommended that the Board of Education adopt Resolution No. 2014/15-34 to Declare Its Intention to Grant an Easement and Right-of-Way to the City of Riverside for a Temporary Construction Easement at 6401 Lincoln Avenue and Declaring a Public Hearing.

The item was moved by Mrs. Lock-Dawson and seconded by Mr. Hunt and was approved by the following roll call vote to approve Resolution No. 2014/15-34:

AYES: Allavie, Hunt, Lee, Lock-Dawson
NOES: None
ABSENT: Cloud
ABSTAIN: None

I.6 Resolution No. 2014/15-32 – Resolution of the Board of Education of Riverside Unified School District Recognizing Classified School Employees Week – May 17-23, 2015

Mrs. Mills noted that the Board of Education is being asked to adopt Resolution No. 2014/15-32 which recognizes May 17-23, 2015 as Classified School Employees Week.

The item was moved by Mr. Hunt and seconded by Mr. Lee and was approved by the following roll call vote to approve Resolution No. 2014/15-32:

AYES: Allavie, Hunt, Lee, Lock-Dawson
 NOES: None
 ABSENT: Cloud
 ABSTAIN: None

I.7 Resolution No. 2014/15-33 – Resolution of the Board of Education of Riverside Unified School District Recognizing California Day of the Teacher – May 13, 2015

Mrs. Mills indicated that the Board of Education is being asked to adopt Resolution No. 2014/15-33 which recognizes May 13, 2015 as the California Day of the Teacher.

The item was moved by Mrs. Allavie and seconded by Mr. Hunt and was approved by the following roll call vote to approve Resolution No. 2014/15-33:

AYES: Allavie, Hunt, Lee, Lock-Dawson
 NOES: None
 ABSENT: Cloud
 ABSTAIN: None

SECTION J – CONCLUSION

J.1 Board Members' Comments

Mr. Lee discussed that he had the opportunity to visit Pachappa Elementary School with Dr. Hansen and Mrs. Allavie and visited a Personalized Learning classroom. He also had the pleasure of touring Dual Language Immersion (DLI) classrooms at Washington Elementary School. He thanked Dr. Hansen and his staff for organizing the visits.

Mr. Hunt discussed that the District needs to have plans in place regarding water conservation, and he is interested in a future report on this item from Dr. Lewis. He congratulated Mr. Fine on his recognition by the PTA. He mentioned a recent meeting with Trustee Ben Johnson, Alvord Unified School District, and the recommendation that was made to Mr. Johnson for a joint school Board meeting regarding ways to work together regarding Career Technical Education (CTE) and a School of the Arts. Mrs. Allavie stated a tentative meeting with herself, Mr. Johnson, and Mr. Hunt is scheduled for May 11 to share ideas and best practices.

Mrs. Lock-Dawson thanked Mrs. Calhoun for her fee presentation and stated that she did a real nice job with the consultants and that she struggled with her decision. She also thanked the Board members for the thoughtful discussion. She stated that she loved that Arlington had a "Kindness Week". She discussed that the pressure students feel in high school is a lot and she hopes that we are aware of it. She stated in the bay area, students have committed suicide over inflated GPAs and that staff needs to be aware of the problem and provide the needed support. She said that she is pleased to hear that we are increasing our counseling support.

Mrs. Allavie requested that staff keep informed about whether our students are getting adequate information about health advice for sexually transmitted diseases, and she would like to confirm when this information is provided to our students and would like to compare the information with other districts. She would also like to see a workshop on bullying, because school districts are being held more liable and she wants to be sure that our policies are up to date. In closing, Mrs. Allavie read a quote from *The Washington Post*.

J.2 Next Board Meeting: May 4, 2015 – Regular Board Meeting

ADJOURNMENT

Mrs. Allavie adjourned the Public Session at 8:08 p.m. in memory of Mr. Jacob De Jonckherre, who passed away on March 22, former woodshop, metal shop and drafting teacher at Chemawa Middle School and math teacher at Central Middle School for many years; Mr. Michael Ortega, who passed away on March 22, RUSD M&O Special Maintenance Worker I for nearly 22 years; and Arlington High School Junior, Roberto Garcia, who was tragically killed in an accident on March 23.

Brent Lee
Clerk
Board of Education

**Board Meeting Agenda
May 4, 2015**

Topic: Board of Education Representatives – Dual Language Immersion (DLI) Conference
Presented by: Mrs. Lynn Carmen Day, Chief Academic Officer
Anu Menon, Director, Academic English Learners and Student Support
Responsible Cabinet Member: Mrs. Lynn Carmen Day, Chief Academic Officer
Type of Item: Consent
Short Description: Request for approval to designate two parents as Representatives of the Board and to pay for conference fees, hotel fees, and to reimburse the representatives for travel expenses incurred while attending a professional development conference.

DESCRIPTION OF AGENDA ITEM:

California Education Code §35044 provides that the governing Board of each school district shall provide for the payment of the traveling expenses of any representatives of the Board of Education when performing services directed by the Board of Education.

Mrs. Julie Orozco and Mrs. Eva Rueda, parents, will be attending The Annual National Conference of the Association of Two-Way and Dual Language Educators (ATDLE) in Palm Springs, California from June 28, 2015 through July 1, 2015. Mrs. Orozco and Mrs. Rueda are part of the Dual Language Immersion Steering Committee. This conference would give Mrs. Orozco and Mrs. Rueda an opportunity to expand their knowledge regarding the design of effective dual language immersion programs, current research, and successful implementation at both elementary and secondary levels.

FISCAL IMPACT: \$2,800.00

RECOMMENDATION: It is recommended that the Board of Education designate Mrs. Julie Orozco and Mrs. Eva Rueda as Representatives of the Board for The Annual National Conference of the Association of Two-Way and Dual Language Educators (ATDLE) in Palm Springs from June 28, 2015 through July 1, 2015. It is further recommended that the Board of Education authorize payment of conference fees, hotel fees and travel expenses related to the conference.

ADDITIONAL MATERIAL: None

**Board Meeting Agenda
May 4, 2015**

Topic: Board of Education Representative – Request to Attend “No Excuses University Institute 2015 Conference”

Presented by: Mrs. Lynn Carmen Day, Chief Academic Officer

Responsible Cabinet Member: Mrs. Lynn Carmen Day, Chief Academic Officer

Type of Item: Consent

Short Description: Requesting Board of Education approval to designate our Parent Teacher Association (PTA) President and the Principal as Representatives of the Board and pay for conference fees, hotel fees, and to reimburse the representatives for travel expenses incurred while attending a professional development conference.

DESCRIPTION OF AGENDA ITEM:

California Education Code §35044 provides that the governing Board of each school district shall provide for the payment of the traveling expenses of any representatives of the Board of Education when performing services directed by the Board of Education.

As part of our commitment to community and parent involvement at Louisa May Alcott Elementary School, we would like for Mrs. Mary Beth Loyal, PTA President, along with various other staff members at Alcott Elementary School, to attend the No Excuses University Institute 2015 conference in Indian Wells, California on July 20th and 21st 2015.

FISCAL IMPACT: \$596.00

RECOMMENDATION: It is recommended that the Board of Education designate Mrs. Mary Beth Loyal as a Representative of the Board for the No Excuses University Institute 2015 in Indian Wells on July 20th and 21st, 2015. It is further recommended that the Board of Education authorize payment of conference fee, hotel fee and travel expenses related to the conference.

ADDITIONAL MATERIAL: None

**Board Meeting Agenda
May 4, 2015**

Topic: Warrant List No. 14

Presented by: Jeannie Darnell, Account Clerk, Business Services

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: The payment for the purchase of goods, materials, and services is done in school districts with checks called warrants. Warrant lists are presented to the Board of Education for ratification.

DESCRIPTION OF AGENDA ITEM:

B-Warrants in excess of \$2,000.00 issued since last period. Invoices for the claims have been checked and audited by the Business Office. Warrants for the claims have been prepared.

FISCAL IMPACT: \$11,646,869.76

RECOMMENDATION: It is recommended that the Board of Education approve the warrants.

ADDITIONAL MATERIAL: Warrant List No. 14

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
Commercial Warrant Listing 2014 - 2015

March 07, 2015 THRU April 13, 2015

B-Warrants In Excess of \$1,999.00 Issued Since Last Period

Claim	Date	Fund	Warrant	Vendor Name	Claim Amount
GENERAL FUND UNRESTRICTED 03					
240911	03/09/2015	03	14986080	ADVANCED OFFICE	\$2,691.36
240917	03/09/2015	03	14986086	AREY JONES EDUCATIONAL SOLUTIONS	\$13,473.58
240972	03/09/2015	03	14986140	STUDENT TRANSPORTATION OF AMERICA	\$14,989.60
240973	03/09/2015	03	14986141	STUDENT TRANSPORTATION OF AMERICA	\$10,492.76
240976	03/09/2015	03	14986143	STUDENT TRANSPORTATION OF AMERICA	\$24,441.90
240978	03/09/2015	03	14986145	STUDENT TRANSPORTATION OF AMERICA	\$15,169.24
240979	03/09/2015	03	14986146	STUDENT TRANSPORTATION OF AMERICA	\$19,107.98
240980	03/09/2015	03	14986147	STUDENT TRANSPORTATION OF AMERICA	\$24,450.87
240982	03/09/2015	03	14986149	STUDENT TRANSPORTATION OF AMERICA	\$36,068.29
240983	03/09/2015	03	14986150	STUDENT TRANSPORTATION OF AMERICA	\$18,492.08
240985	03/09/2015	03	14986152	STUDENT TRANSPORTATION OF AMERICA	\$19,699.46
240992	03/09/2015	03	14986159	SOUTHERN CALIFORNIA EDISON CO	\$17,353.55
240993	03/09/2015	03	14986160	UNIVAR USA	\$5,420.68
240994	03/09/2015	03	14986161	URIBE PRINTING	\$2,026.43
241002	03/09/2015	03	14986169	STUDENT TRANSPORTATION OF AMERICA	\$10,641.47
241008	03/10/2015	03	14986621	WESTERN MUNICIPAL WATER DISTRICT	\$8,410.19
241010	03/10/2015	03	14986623	PSAT/NMSQT	\$8,638.00
241022	03/10/2015	03	14986635	AREY JONES EDUCATIONAL SOLUTIONS	\$26,664.96
241046	03/10/2015	03	14986659	MINUTEMAN PRESS	\$2,063.88
241067	03/11/2015	03	14987376	THE GAS COMPANY	\$19,600.24
241077	03/11/2015	03	14987386	FOLLETT SCHOOL SOLUTIONS, INC.	\$2,082.23
241083	03/11/2015	03	14987392	ALL CITY MANAGEMENT SERVICES, INC.	\$2,584.76
241124	03/11/2015	03	14987433	PATHFINDER RANCH	\$11,636.00
241135	03/12/2015	03	14988071	WAXIE SANITARY SUPPLY	\$12,187.04
241140	03/12/2015	03	14988076	EDTECHTEAM, INC.	\$8,000.00
241152	03/12/2015	03	14988088	LRP PUBLICATIONS	\$2,639.25
241155	03/12/2015	03	14988091	CAMP HIGHLAND OUTDOOR SCIENCE SCHOOL	\$29,850.00
241157	03/12/2015	03	14988093	CLOVER ENTERPRISES	\$2,419.62
241159	03/12/2015	03	14988095	BEST, BEST, & KRIEGER, LLP	\$3,561.82
241162	03/12/2015	03	14988098	AMS.NET, INC	\$4,872.21
241163	03/12/2015	03	14988099	AMS.NET, INC	\$22,326.76
241172	03/12/2015	03	14988108	B&H PHOTO	\$2,890.98
241177	03/12/2015	03	14988112	BEST, BEST, & KRIEGER, LLP	\$2,404.14
241196	03/12/2015	03	14988114	ATKINSON, ANDELSON, LOYA, RUUD &	\$6,453.75
241218	03/13/2015	03	14990276	NCS PEARSON, INC	\$29,640.60
241251	03/13/2015	03	14990309	CLOVER ENTERPRISES	\$2,666.52
241252	03/13/2015	03	14990310	CLOVER ENTERPRISES	\$2,962.80
241257	03/13/2015	03	14990314	FAGEN FRIEDMAN & FULFROST, LLP	\$23,342.65
241259	03/13/2015	03	14990316	THE WARE GROUP, INC.	\$4,125.00
241265	03/13/2015	03	14990322	AGUA MANSA MRF, LLC	\$13,588.16
241266	03/16/2015	03	14990784	ICRACKED OF GRAND TERRACE	\$2,125.30
241273	03/16/2015	03	14990791	EMPIRE TRUCK REPAIR, INC.	\$2,248.01
241285	03/16/2015	03	14990803	COURTYARD BY MARRIOTT	\$3,012.00
241293	03/16/2015	03	14990811	COPYLITE INC	\$4,548.80
241295	03/16/2015	03	14990813	CLOVER ENTERPRISES	\$2,740.59
241327	03/17/2015	03	14992400	INTERNATIONAL RELATIONS COUNCIL OF RIVERSIDE	\$7,416.00
241337	03/17/2015	03	14992410	ILLUMINATE EDUCATION, INC.	\$3,381.25
241357	03/17/2015	03	14992430	BEESON, TAYLER & BODINE, ATTORNEY AT LAW	\$14,590.27
241362	03/17/2015	03	14992435	AMS.NET, INC	\$24,594.95
241393	03/18/2015	03	14993057	SOUTHWEST SCHOOL SUPPLY	\$2,499.12

241403	03/18/2015	03	14993067	THE GAS COMPANY	\$6,424.56
241405	03/18/2015	03	14993069	CADA CENTRAL	\$3,390.00
241435	03/18/2015	03	14993099	UNISOURCE CORPORATION #168300	\$40,334.12
241455	03/18/2015	03	14993119	SHI	\$126,894.90
241477	03/19/2015	03	14994321	THE GAS COMPANY	\$3,770.84
241478	03/19/2015	03	14994322	WAXIE SANITARY SUPPLY	\$13,452.67
241479	03/19/2015	03	14994323	WESTERN MUNICIPAL WATER DISTRICT	\$3,967.19
241493	03/19/2015	03	14994337	CANON SOLUTIONS AMERICA, INC.	\$7,290.00
241495	03/19/2015	03	14994339	STUDENT TRANSPORTATION OF AMERICA	\$183,715.11
241496	03/19/2015	03	14994340	STUDENT TRANSPORTATION OF AMERICA	\$83,153.14
241498	03/19/2015	03	14994342	STUDENT TRANSPORTATION OF AMERICA	\$183,720.22
241499	03/19/2015	03	14994343	STUDENT TRANSPORTATION OF AMERICA	\$83,459.82
241500	03/19/2015	03	14994344	CADA CENTRAL	\$2,900.00
241501	03/19/2015	03	14994345	STUDENT TRANSPORTATION OF AMERICA	\$147,324.50
241503	03/19/2015	03	14994347	STUDENT TRANSPORTATION OF AMERICA	\$66,660.73
241504	03/19/2015	03	14994348	STUDENT TRANSPORTATION OF AMERICA	\$147,725.40
241506	03/19/2015	03	14994350	STUDENT TRANSPORTATION OF AMERICA	\$66,857.90
241507	03/19/2015	03	14994351	STUDENT TRANSPORTATION OF AMERICA	\$184,828.63
241509	03/19/2015	03	14994353	STUDENT TRANSPORTATION OF AMERICA	\$83,300.95
241511	03/19/2015	03	14994355	STUDENT TRANSPORTATION OF AMERICA	\$15,919.91
241513	03/19/2015	03	14994357	STUDENT TRANSPORTATION OF AMERICA	\$11,657.42
241514	03/19/2015	03	14994358	STUDENT TRANSPORTATION OF AMERICA	\$15,964.22
241516	03/19/2015	03	14994360	STUDENT TRANSPORTATION OF AMERICA	\$29,294.64
241517	03/19/2015	03	14994361	STUDENT TRANSPORTATION OF AMERICA	\$15,209.00
241518	03/19/2015	03	14994362	STUDENT TRANSPORTATION OF AMERICA	\$62,336.36
241519	03/19/2015	03	14994363	STUDENT TRANSPORTATION OF AMERICA	\$29,787.00
241520	03/19/2015	03	14994364	STUDENT TRANSPORTATION OF AMERICA	\$42,984.56
241563	03/19/2015	03	14994406	ALTURA CREDIT UNION	\$36,081.11
241620	03/20/2015	03	14995726	ADVANCED CLASSROOM TECHNOLOGIES, INCORPORAT	\$2,712.00
241621	03/20/2015	03	14995727	BALLARD & TIGHE	\$4,400.55
241636	03/20/2015	03	14995742	ALL CITY MANAGEMENT SERVICES, INC.	\$2,599.20
241643	03/20/2015	03	14995749	AVID CENTER	\$2,796.00
241670	03/20/2015	03	14995776	PRECISION DATA PRODUCTS	\$2,227.61
241682	03/20/2015	03	14995788	COURTYARD BY MARRIOTT	\$2,252.25
241691	03/20/2015	03	14995797	PATHFINDER RANCH	\$12,462.37
241733	03/23/2015	03	14997275	AT&T MOBILITY	\$6,290.64
241753	03/23/2015	03	14997295	TROXELL COMMUNICATIONS, INC.	\$2,049.84
241760	03/23/2015	03	14997302	SPORTS FACILITIES GROUP, INC.	\$10,475.00
241770	03/23/2015	03	14997311	CLOVER ENTERPRISES	\$2,962.80
241777	03/23/2015	03	14997318	VIRCO MANUFACTURING	\$3,422.30
241785	03/23/2015	03	14997326	RUSD REVOLVING FUND	\$2,512.76
241797	03/24/2015	03	14997670	NEFF CO.	\$2,959.62
241803	03/24/2015	03	14997676	LIFE-ASSIST, INC.	\$2,186.74
241819	03/24/2015	03	14997692	PATHFINDER RANCH	\$17,002.00
241825	03/24/2015	03	14997698	RIVERSIDE, CITY OF	\$152,005.00
241846	03/24/2015	03	14997719	THE GAS COMPANY	\$5,877.06
241858	03/24/2015	03	14997731	NCS PEARSON, INC	\$4,375.00
241865	03/24/2015	03	14997738	NCS PEARSON, INC	\$2,021.25
241866	03/24/2015	03	14997739	AREY JONES EDUCATIONAL SOLUTIONS	\$28,561.74
241872	03/24/2015	03	14997745	LUNGBUSTERS SWIN AND SPORT	\$4,557.71
241881	03/24/2015	03	14997754	SUNDOWN WINDOW TINTING	\$2,973.24
241947	03/25/2015	03	14999566	THE GAS COMPANY	\$2,183.39
241949	03/25/2015	03	14999568	ACORN MEDIA	\$3,413.66
241961	03/25/2015	03	14999580	CANON SOLUTIONS AMERICA, INC.	\$4,253.60
241967	03/25/2015	03	14999586	STATE OF CA/DEPT. JUSTICE	\$4,980.00
241985	03/25/2015	03	14999604	HARRIS, DENNIS L.	\$2,060.00
241989	03/25/2015	03	14999608	SPORT CHALET, INC.	\$3,503.98

242004	03/26/2015	03	14000602	AREY JONES EDUCATIONAL SOLUTIONS	\$4,242.48
242005	03/26/2015	03	14000603	APPLE INC.	\$3,829.75
242014	03/26/2015	03	14000612	DISNEYLAND	\$5,650.00
242048	03/26/2015	03	14000646	TOMARK SPORTS INC	\$2,258.96
242054	03/26/2015	03	14000652	RIVERSIDE ART MUSEUM	\$2,340.00
242074	03/27/2015	03	14001370	FROST, DAVIS & DONNELLY	\$6,000.00
242081	03/27/2015	03	14001377	GAGE CANAL COMPANY	\$2,585.00
242083	03/27/2015	03	14001379	NORTHWEST MOSQUITO AND VECTOR CONTROL DISTR	\$3,032.88
242085	03/27/2015	03	14001381	FLOOR TECH AMERICA, INC.	\$3,332.72
242091	03/27/2015	03	14001387	INTERNATIONAL RELATIONS COUNCIL OF RIVERSIDE	\$4,368.00
242123	03/27/2015	03	14001419	CR&R INC.	\$4,902.62
242125	03/27/2015	03	14001421	IPEVO INC.	\$8,251.90
242152	03/27/2015	03	14001448	ATKINSON, ANDELSON, LOYA, RUUD &	\$2,025.72
242153	03/27/2015	03	14001449	PARADISE GARDEN CENTER, INC.	\$3,431.97
242156	03/27/2015	03	14001452	SAN DIEGUITO PRINTERS	\$4,085.64
242157	03/27/2015	03	14001453	SCOTT LANG LLC.	\$2,500.00
242182	03/31/2015	03	14004171	STUDENT TRANSPORTATION OF AMERICA	\$53,269.15
242183	03/31/2015	03	14004172	STUDENT TRANSPORTATION OF AMERICA	\$183,506.31
242185	03/31/2015	03	14004174	STUDENT TRANSPORTATION OF AMERICA	\$83,281.66
242186	03/31/2015	03	14004175	STUDENT TRANSPORTATION OF AMERICA	\$182,293.77
242187	03/31/2015	03	14004176	STUDENT TRANSPORTATION OF AMERICA	\$83,534.72
242188	03/31/2015	03	14004177	STUDENT TRANSPORTATION OF AMERICA	\$147,130.45
242190	03/31/2015	03	14004179	STUDENT TRANSPORTATION OF AMERICA	\$66,564.56
242194	03/31/2015	03	14004183	SCHOOL HEALTH SERVICES REGISTRY	\$13,129.65
242242	03/31/2015	03	14004231	WEST COAST ARBORISTS, INC.	\$2,740.00
242243	03/31/2015	03	14004232	WEST COAST ARBORISTS, INC.	\$5,270.00
242261	04/01/2015	03	14004888	AT&T MOBILITY	\$5,960.54
242280	04/02/2015	03	14005776	WAXIE SANITARY SUPPLY	\$9,137.80
242281	04/02/2015	03	14005777	COLLEGE BOARD	\$3,206.00
242299	04/02/2015	03	14005795	APPLE INC.	\$4,104.00
242327	04/06/2015	03	14007647	THE GAS COMPANY	\$7,021.02
242328	04/06/2015	03	14007648	WESTERN MUNICIPAL WATER DISTRICT	\$4,288.18
242335	04/06/2015	03	14007655	NOTRE DAME HIGH SCHOOL	\$2,442.00
242343	04/06/2015	03	14007663	AREY JONES EDUCATIONAL SOLUTIONS	\$10,158.08
242347	04/06/2015	03	14007667	BB&T INSURANCE SERVICES OF CALIFORNIA, INC.	\$6,111.08
242366	04/06/2015	03	14007686	CCS PRESENTATION SYS	\$9,914.40
242377	04/06/2015	03	14007696	SAN DIEGO COUNTY SCHOOLS VOLUNTARY EMPLOYEE:	\$58,355.65
242387	04/06/2015	03	14007704	RITE-WAY ROOF CORPORATION	\$36,345.00
242397	04/06/2015	03	14007714	K-12 SPECIALTIES, INC.	\$5,092.20
242404	04/07/2015	03	14008540	FLOOR TECH AMERICA, INC.	\$2,779.65
242411	04/07/2015	03	14008547	IPEVO INC.	\$2,972.38
242458	04/07/2015	03	14008593	R & V ALDRETE CUSTOM SPORTSLETTERING	\$3,343.68
242473	04/07/2015	03	14008608	SOUTHERN CALIFORNIA EDISON CO	\$14,556.08
242475	04/07/2015	03	14008610	WESTERN MUNICIPAL WATER DISTRICT	\$8,129.05
242476	04/08/2015	03	14010604	SMARDAN SUPPLY CO.	\$4,625.14
242508	04/08/2015	03	14010636	AMERICAN LEGACY PUBLISHING	\$4,310.63
242533	04/08/2015	03	14010661	REACH LEADERSHIP ACADEMY	\$40,102.72
242538	04/08/2015	03	14010666	RIVERSIDE COUNTY OFFICE OF ED.	\$7,143.00
242576	04/09/2015	03	14010819	AREY JONES EDUCATIONAL SOLUTIONS	\$2,216.65
242615	04/09/2015	03	14010858	CANON SOLUTIONS AMERICA, INC.	\$2,791.96
242616	04/09/2015	03	14010859	ALL CITY MANAGEMENT SERVICES, INC.	\$2,888.00
242638	04/09/2015	03	14010881	MEDINA PEST CONTROL	\$4,820.00
242665	04/10/2015	03	14012080	FULL COMPASS SYSTEMS, LTD.	\$6,120.00
242673	04/10/2015	03	14012088	MY T PRINT INC.	\$3,571.00
242675	04/10/2015	03	14012090	FLOOR TECH AMERICA, INC.	\$10,545.35
242768	04/10/2015	03	14012182	TEEZERS	\$18,679.46

TOTAL FOR FUND 03 \$3,741,057.92

GENERAL FUND RESTRICTED 06

240933	03/09/2015	06	14986102	!!! APPLE IPAD & ANDROID TABLET TUTORING !!!	\$20,953.70
240934	03/09/2015	06	14986103	BRAIN HURRICANE, LLC	\$8,343.75
240936	03/09/2015	06	14986105	CLUB Z! IN-HOME TUTORING SERVICES, INC.	\$2,600.00
240938	03/09/2015	06	14986107	DOCTRINA TUTORING	\$12,654.00
240940	03/09/2015	06	14986109	LEARN IT ONLINE, LLC	\$69,717.00
240970	03/09/2015	06	14986138	STARTING GATE EDUCATIONAL SERVICES	\$124,546.58
241020	03/10/2015	06	14986633	B&H PHOTO	\$5,829.91
241037	03/10/2015	06	14986650	AUTISM BEHAVIOR CONSULTANTS	\$19,468.19
241039	03/10/2015	06	14986652	AUTISM BEHAVIOR CONSULTANTS	\$13,393.71
241042	03/10/2015	06	14986655	AUTISM BEHAVIOR CONSULTANTS	\$13,753.81
241044	03/10/2015	06	14986657	AUTISM BEHAVIOR CONSULTANTS	\$15,641.13
241048	03/10/2015	06	14986661	OAK GROVE INSTITUTE	\$7,541.67
241069	03/11/2015	06	14987378	GRILLO'S FILTER SALES	\$3,811.86
241078	03/11/2015	06	14987387	APPLIED BEHAVIOR CONSULTANTS, INC.	\$10,593.89
241095	03/11/2015	06	14987404	HOWARD INDUSTRIES	\$2,338.97
241097	03/11/2015	06	14987406	CENTER FOR AUTISM C.A.R.D.	\$23,441.44
241120	03/11/2015	06	14987429	RISE INTERPRETING, INC.	\$21,066.00
241122	03/11/2015	06	14987431	RISE INTERPRETING, INC.	\$2,550.00
241123	03/11/2015	06	14987432	RISE INTERPRETING, INC.	\$34,245.00
241139	03/12/2015	06	14988075	HOPE, INC.	\$2,814.01
241156	03/12/2015	06	14988092	AMTECH ELEVATORS	\$2,714.40
241165	03/12/2015	06	14988101	ACHIEVE HIGHPOINTS	\$2,153.65
241169	03/12/2015	06	14988105	BEST, BEST, & KRIEGER, LLP	\$11,084.50
241219	03/13/2015	06	14990277	LEADING EDGE LEARNING CENTER LLC	\$7,711.68
241256	03/13/2015	06	14990313	B&H PHOTO	\$7,848.31
241302	03/16/2015	06	14990820	RUSSO, FLECK AND ASSOCIATES	\$43,486.00
241321	03/16/2015	06	14990839	PCMG, INC.	\$2,289.84
241336	03/17/2015	06	14992409	ONE ON ONE LEARNING CORP.	\$10,187.76
241338	03/17/2015	06	14992411	HIGHER GROUND PROGRAM	\$2,380.00
241353	03/17/2015	06	14992426	BASIC EDUCATIONAL SERVICES TEAM, INC.	\$2,007.50
241415	03/18/2015	06	14993079	AMBERWICK CORPORATION	\$12,464.00
241468	03/18/2015	06	14993131	RIVERSIDE COUNTY OFFICE OF ED.	\$16,500.00
241592	03/19/2015	06	14994435	NATIONAL ASSOCIATION OF SCHOOL NURSES, INC.	\$2,470.00
241629	03/20/2015	06	14995735	DOCTRINA TUTORING	\$3,145.05
241639	03/20/2015	06	14995745	LEE, VIVIAN B	\$2,144.27
241690	03/20/2015	06	14995796	THE WEBSTRAURANT STORE, INC. (PREPAY ONLY)	\$2,523.33
241700	03/23/2015	06	14997242	HOME DEPOT	\$2,563.71
241703	03/23/2015	06	14997245	MEDLEY FIRE PROTECTION, INC.	\$8,900.00
241704	03/23/2015	06	14997246	MIJAC ALARM	\$6,462.50
241719	03/23/2015	06	14997261	GOPHER SPORT	\$4,209.41
241735	03/23/2015	06	14997277	CABANA HOTEL PALO ALTO	\$5,691.78
241751	03/23/2015	06	14997293	SERVPRO OF EAST RIVERSIDE CITY	\$2,981.12
241767	03/23/2015	06	14997308	CAROLYN E. WYLIE CENTER	\$7,000.00
241821	03/24/2015	06	14997694	UCR REGENTS	\$24,667.00
241824	03/24/2015	06	14997697	TUTORINGONE	\$3,247.20
241840	03/24/2015	06	14997713	TACKABERY, TOM & JULIE	\$10,688.25
241842	03/24/2015	06	14997715	SMARDAN SUPPLY CO.	\$3,892.97
241850	03/24/2015	06	14997723	FUTURE STARS TUTORING SERVICES CENTER	\$6,614.30
241853	03/24/2015	06	14997726	#1 ACADEMIA DE SERVICIO DE TUTORIA	\$3,093.75
241922	03/25/2015	06	14999541	IPEVO INC.	\$3,197.88
241971	03/25/2015	06	14999590	RIVERSIDE ARTS COUNCIL	\$8,214.33
241986	03/25/2015	06	14999605	MIND STREAMS EDUCATION, LLC	\$10,400.00
241993	03/26/2015	06	14000591	HARRIS, DENNIS L.	\$2,060.00
242003	03/26/2015	06	14000601	AREY JONES EDUCATIONAL SOLUTIONS	\$87,273.65
242021	03/26/2015	06	14000619	¡ALPHA! INNOVATION THROUGH EDUCATION	\$2,850.00
242030	03/26/2015	06	14000628	KMBS C/O BURTRONICS BUSINESS SYSTEMS	\$2,364.55

242031	03/26/2015	06	14000629	!! 1A1TUTORIA TABLET COMPUTER !!	\$5,184.90
242036	03/26/2015	06	14000634	CDW-G	\$5,581.92
242039	03/26/2015	06	14000637	CATAPULT LEARNING WEST, LLC	\$8,379.05
242041	03/26/2015	06	14000639	TREASURE BAY, INC.	\$3,399.77
242050	03/26/2015	06	14000648	CATAPULT LEARNING WEST, LLC	\$11,517.05
242057	03/26/2015	06	14000655	CAROLYN E. WYLIE CENTER	\$3,366.00
242086	03/27/2015	06	14001382	MYMATH.NET INC.	\$12,363.00
242090	03/27/2015	06	14001386	RISE INTERPRETING, INC.	\$33,561.25
242100	03/27/2015	06	14001396	TUTORIAL SERVICES	\$2,541.70
242105	03/27/2015	06	14001401	UP & MOVIN' PEDIATRIC PHYSICAL THERAPY PC	\$3,868.07
242119	03/27/2015	06	14001415	A TO Z IN-HOME TUTORING, LLC	\$2,671.13
242128	03/27/2015	06	14001424	APOLLO WOOD RECOVERY, INC.	\$12,690.00
242137	03/27/2015	06	14001433	WALTERS WHOLESALE ELECTRIC	\$2,292.10
242146	03/27/2015	06	14001442	TMA SYSTEMS, LLC	\$6,741.75
242151	03/27/2015	06	14001447	TRI-ED/NORTHERN VIDEO DISTRIBUTION	\$3,870.06
242191	03/31/2015	06	14004180	BRIGHT FUTURES ACADEMY LLC	\$43,355.81
242192	03/31/2015	06	14004181	SOCO GROUP, INC.	\$24,890.12
242193	03/31/2015	06	14004182	SOMERSET EDUCATIONAL SERVICES INC.	\$16,537.03
242196	03/31/2015	06	14004185	STARTING GATE EDUCATIONAL SERVICES	\$121,801.72
242197	03/31/2015	06	14004186	PROFESSIONAL TUTORS OF AMERICA	\$4,384.90
242199	03/31/2015	06	14004188	PRISTINE REHAB CARE	\$10,800.00
242200	03/31/2015	06	14004189	PROPEL BY A PLUS, LLC	\$2,000.00
242202	03/31/2015	06	14004191	PORT VIEW PREPARATORY, INC.	\$8,866.40
242203	03/31/2015	06	14004192	APPLIED BEHAVIOR CONSULTANTS, INC.	\$14,162.34
242206	03/31/2015	06	14004195	CODY EDUCATIONAL ENTERPRISES, INC.	\$5,315.91
242246	04/01/2015	06	14004873	RIVERSIDE, CITY OF	\$3,990.31
242253	04/01/2015	06	14004880	APPLE INC.	\$4,069.20
242256	04/01/2015	06	14004883	APPLE INC.	\$8,138.40
242282	04/02/2015	06	14005778	5M CONTRACTING	\$4,000.00
242291	04/02/2015	06	14005787	COYNE & ASSOCIATES EDUCATION CORP.	\$8,340.46
242293	04/02/2015	06	14005789	COYNE & ASSOCIATES EDUCATION CORP.	\$18,169.32
242333	04/06/2015	06	14007653	MISSION INN	\$4,000.00
242338	04/06/2015	06	14007658	OXFORD TUTORING, INC.	\$5,603.26
242339	04/06/2015	06	14007659	OAK GROVE INSTITUTE	\$13,193.03
242340	04/06/2015	06	14007660	OAK GROVE INSTITUTE	\$7,625.65
242341	04/06/2015	06	14007661	HOPE, INC.	\$7,165.12
242345	04/06/2015	06	14007665	AREY JONES EDUCATIONAL SOLUTIONS	\$6,925.33
242349	04/06/2015	06	14007669	ASPIRAR A LA EDUCACION	\$5,826.34
242350	04/06/2015	06	14007670	A BETTER TOMORROW EDUCATION	\$4,242.40
242378	04/06/2015	06	14007697	SCHOOL BASED REIMBURSEMENT PARTNERS LLC	\$8,077.52
242380	04/06/2015	06	14007699	RUSSO, FLECK AND ASSOCIATES	\$42,722.00
242421	04/07/2015	06	14008556	APOLLO WOOD RECOVERY, INC.	\$6,064.20
242435	04/07/2015	06	14008570	STUDENTNEST.COM	\$2,837.35
242436	04/07/2015	06	14008571	TOTAL EDUCATION SOLUTIONS	\$2,076.25
242467	04/07/2015	06	14008602	INLAND LIGHTING SUPPLIES INC	\$2,482.11
242490	04/08/2015	06	14010618	#1 EDUCANDO CON TABLETAS	\$7,936.50
242510	04/08/2015	06	14010638	BRICKLEY ENVIROMENTAL	\$2,975.00
242525	04/08/2015	06	14010653	AUDITORY INSTRUMENTS, INC.	\$2,127.56
242545	04/08/2015	06	14010673	AUTISM BEHAVIOR CONSULTANTS	\$15,409.72
242549	04/08/2015	06	14010677	AUTISM BEHAVIOR CONSULTANTS	\$24,870.64
242550	04/08/2015	06	14010678	AUTISM BEHAVIOR CONSULTANTS	\$11,608.89
242553	04/08/2015	06	14010681	RIVERSIDE TRANSIT AGENCY	\$4,987.50
242617	04/09/2015	06	14010860	BOYS & GIRLS CLUBS OF GREATER REDLANDS-RIVERSI	\$108,503.00
242631	04/09/2015	06	14010874	NATIONAL GEOGRAPHIC	\$2,578.55
242681	04/10/2015	06	14012096	LEARNING RESOURCES	\$2,117.84
242685	04/10/2015	06	14012100	IDESIGN SOLUTIONS	\$3,660.60
242700	04/10/2015	06	14012115	DAVE BANG ASSOCIATES, INC	\$4,232.19

242703	04/10/2015	06	14012118	MIRACLE RECREATION EQUIPMENT	\$3,246.83
242726	04/10/2015	06	14012140	BONNETT IRRIGATION	\$8,768.16

TOTAL FOR FUND 06 \$1,491,500.52

CAFETERIA SPECIAL REVENUE FUND 13

241005	03/10/2015	13	14986618	WEBB FOODSERVICE DESIGN CONSULTANTS, INC.	\$17,500.00
241006	03/10/2015	13	14986619	HOLLANDIA DAIRY	\$49,991.20
241051	03/10/2015	13	14986664	LEABO FOODS DIST., INC.	\$11,636.00
241052	03/10/2015	13	14986665	SUNRISE PRODUCE COMPANY	\$21,100.60
241055	03/10/2015	13	14986668	LEABO FOODS DIST., INC.	\$2,085.40
241059	03/10/2015	13	14986672	LEABO FOODS DIST., INC.	\$19,673.51
241061	03/10/2015	13	14986674	LEABO FOODS DIST., INC.	\$17,460.74
241063	03/10/2015	13	14986676	LEABO FOODS DIST., INC.	\$4,489.51
241064	03/10/2015	13	14986677	US FOODS, INC.	\$2,349.76
241066	03/10/2015	13	14986679	LEABO FOODS DIST., INC.	\$28,901.97
241108	03/11/2015	13	14987417	SUNRISE PRODUCE COMPANY	\$17,049.74
241118	03/11/2015	13	14987427	SUNRISE PRODUCE COMPANY	\$4,597.37
241121	03/11/2015	13	14987430	SUNRISE PRODUCE COMPANY	\$6,296.77
241453	03/18/2015	13	14993117	MISSION LINEN SUPPLY	\$3,325.75
241467	03/18/2015	13	14993130	US FOODSERVICE, INC. - JOSEPH WEBB	\$5,180.25
241532	03/19/2015	13	14994376	HOLLANDIA DAIRY	\$46,067.27
241535	03/19/2015	13	14994379	GOLD STAR FOODS, INC.	\$13,760.20
241537	03/19/2015	13	14994381	ADAMS ACRES	\$2,325.00
241544	03/19/2015	13	14994388	GOOD, ALBA	\$4,320.00
241547	03/19/2015	13	14994391	KNIGHT, ROBERT C.	\$9,000.00
241548	03/19/2015	13	14994392	POWELL, DOUG	\$6,272.00
241551	03/19/2015	13	14994394	BOB & GARY'S	\$5,850.00
241559	03/19/2015	13	14994402	US FOODS, INC.	\$2,470.87
241561	03/19/2015	13	14994404	US FOODS, INC.	\$2,618.90
241564	03/19/2015	13	14994407	US FOODS, INC.	\$3,900.92
241570	03/19/2015	13	14994413	US FOODS, INC.	\$2,328.69
241580	03/19/2015	13	14994423	WALLACE PACKAGING, LLC	\$2,570.40
241582	03/19/2015	13	14994425	WALLACE PACKAGING, LLC	\$3,234.42
241801	03/24/2015	13	14997674	DEMATTEO'S PIZZA	\$5,145.75
241802	03/24/2015	13	14997675	HOLLANDIA DAIRY	\$47,478.28
241804	03/24/2015	13	14997677	DEMATTEO'S PIZZA	\$4,575.75
241805	03/24/2015	13	14997678	GOLD STAR FOODS, INC.	\$3,666.76
241806	03/24/2015	13	14997679	GOLD STAR FOODS, INC.	\$21,828.40
241807	03/24/2015	13	14997680	SUNRISE PRODUCE COMPANY	\$32,160.85
241808	03/24/2015	13	14997681	GOLD STAR FOODS, INC.	\$11,088.78
241811	03/24/2015	13	14997684	SUNRISE PRODUCE COMPANY	\$25,218.36
241813	03/24/2015	13	14997686	GOLD STAR FOODS, INC.	\$30,185.56
241814	03/24/2015	13	14997687	SUNRISE PRODUCE COMPANY	\$3,979.35
241816	03/24/2015	13	14997689	GOLD STAR FOODS, INC.	\$23,936.87
241817	03/24/2015	13	14997690	SUNRISE PRODUCE COMPANY	\$7,735.36
241826	03/24/2015	13	14997699	GOLD STAR FOODS, INC.	\$17,112.43
241832	03/24/2015	13	14997705	GOLD STAR FOODS, INC.	\$4,022.45
241836	03/24/2015	13	14997709	GOLD STAR FOODS, INC.	\$10,861.79
241841	03/24/2015	13	14997714	GOLD STAR FOODS, INC.	\$6,460.49
241843	03/24/2015	13	14997716	GOLD STAR FOODS, INC.	\$11,318.07
241925	03/25/2015	13	14999544	SYSCO RIVERSIDE, INC.	\$3,510.03
241926	03/25/2015	13	14999545	SYSCO RIVERSIDE, INC.	\$4,513.07
241927	03/25/2015	13	14999546	SYSCO RIVERSIDE, INC.	\$8,062.03
241948	03/25/2015	13	14999567	GOLD STAR FOODS, INC.	\$9,507.00
241963	03/25/2015	13	14999582	GOLD STAR FOODS, INC.	\$6,705.30
241977	03/25/2015	13	14999596	GOLD STAR FOODS, INC.	\$15,490.69
241998	03/26/2015	13	14000596	GOLD STAR FOODS, INC.	\$5,240.63
241999	03/26/2015	13	14000597	GOLD STAR FOODS, INC.	\$2,836.11

242063	03/26/2015	13	14000661	GOLD STAR FOODS, INC.	\$5,656.89
242158	03/30/2015	13	14002095	GOLD STAR FOODS, INC.	\$5,844.41
242159	03/30/2015	13	14002096	GOLD STAR FOODS, INC.	\$4,715.47
242160	03/30/2015	13	14002097	GOLD STAR FOODS, INC.	\$5,057.52
242161	03/30/2015	13	14002098	GOLD STAR FOODS, INC.	\$5,662.34
242162	03/30/2015	13	14002099	GOLD STAR FOODS, INC.	\$3,558.05
242163	03/30/2015	13	14002100	GOLD STAR FOODS, INC.	\$6,825.58
242181	04/02/2015	13	14005773	HOLLANDIA DAIRY	\$45,765.95
242234	03/31/2015	13	14004223	MORENO BROS. DIST.	\$3,595.40
242294	04/02/2015	13	14005790	DEMATTEO'S PIZZA	\$3,648.50
242296	04/02/2015	13	14005792	DEMATTEO'S PIZZA	\$4,287.00
242306	04/02/2015	13	14005802	SHAMROCK FOODS COMPANY	\$2,282.26
242307	04/02/2015	13	14005803	SHAMROCK FOODS COMPANY	\$2,343.62
242379	04/06/2015	13	14007698	A & R WHOLESALE DISTRIBUTORS INC	\$6,453.01
242381	04/06/2015	13	14007700	A & R WHOLESALE DISTRIBUTORS INC	\$17,173.06
242383	04/06/2015	13	14007701	A & R WHOLESALE DISTRIBUTORS INC	\$4,653.50
242385	04/06/2015	13	14007703	A & R WHOLESALE DISTRIBUTORS INC	\$7,332.80
242386	04/07/2015	13	14008535	A & R WHOLESALE DISTRIBUTORS INC	\$4,720.29
242388	04/06/2015	13	14007705	LEABO FOODS DIST., INC.	\$14,716.05
242390	04/06/2015	13	14007707	LEABO FOODS DIST., INC.	\$27,115.37
242392	04/06/2015	13	14007709	LEABO FOODS DIST., INC.	\$10,492.31
242396	04/06/2015	13	14007713	LEABO FOODS DIST., INC.	\$8,554.60
242400	04/07/2015	13	14008536	LEABO FOODS DIST., INC.	\$10,680.78
242401	04/07/2015	13	14008537	LEABO FOODS DIST., INC.	\$9,860.59
242644	04/09/2015	13	14010887	DEMATTEO'S PIZZA	\$4,594.25
242657	04/09/2015	13	14010900	DEMATTEO'S PIZZA	\$4,465.75
242660	04/10/2015	13	14012075	DEMATTEO'S PIZZA	\$4,039.00
242662	04/10/2015	13	14012077	MORENO BROS. DIST.	\$3,480.40
TOTAL FOR FUND 13					\$876,572.15
<u>BUILDING FUND 21</u>					
241072	03/11/2015	21	14987381	RIVERSIDE, CITY OF	\$2,000.00
241370	03/17/2015	21	14992443	WATERLINE TECHNOLOGIES, INC.	\$39,161.85
241523	03/19/2015	21	14994367	STOTZ EQUIPMENT	\$8,316.00
241525	03/19/2015	21	14994369	DALKE & SONS CONSTRUCTION, INC.	\$162,918.75
241946	03/25/2015	21	14999565	TTG ENGINEERS	\$3,920.00
242032	03/26/2015	21	14000630	AREY JONES EDUCATIONAL SOLUTIONS	\$2,563.28
242283	04/02/2015	21	14005779	CALTEC CORP.	\$18,882.36
242288	04/02/2015	21	14005784	TTG ENGINEERS	\$6,320.00
242346	04/06/2015	21	14007666	CALTEC CORP.	\$13,978.44
242712	04/10/2015	21	14012127	INLAND INSPECTIONS & CONSULTING	\$10,295.10
242722	04/10/2015	21	14012136	ROTO-ROOTER SERVICE AND PLUMBING	\$2,325.00
TOTAL FOR FUND 21					\$270,680.78
<u>CAPITAL FACILITIES FUND 25</u>					
241342	03/17/2015	25	14992415	KB HOME	\$2,518.36
241407	03/18/2015	25	14993071	DEPARTMENT OF GENERAL SERVICES	\$3,750.00
241410	03/18/2015	25	14993074	DEPARTMENT OF GENERAL SERVICES	\$2,250.00
241411	03/18/2015	25	14993075	DEPARTMENT OF GENERAL SERVICES	\$3,000.00
241730	03/23/2015	25	14997272	CARDENAS, JENNY	\$2,248.85
241744	03/23/2015	25	14997286	DAVIS DEMOGRAPHICS & PLANNING	\$5,440.00
241844	03/24/2015	25	14997717	SILVER CREEK INDUSTRIES, INC.	\$9,325.00
242702	04/10/2015	25	14012117	FUSCOE ENGINEERING INC.	\$56,100.00
TOTAL FOR FUND 25					\$84,632.21
<u>COUNTY SCHOOL FACILITIES FUND</u>					
241526	03/19/2015	35	14994370	FLOOR TECH AMERICA, INC.	\$4,208.49
242098	03/27/2015	35	14001394	AREY JONES EDUCATIONAL SOLUTIONS	\$11,358.96
242285	04/02/2015	35	14005781	DALKE & SONS CONSTRUCTION, INC.	\$6,672.00
TOTAL FOR FUND 35					\$22,239.45

SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS 40

242697	04/10/2015	40	14012112	HMC ARCHITECTS	\$2,055.00
242699	04/10/2015	40	14012114	HMC ARCHITECTS	\$12,314.00
242720	04/10/2015	40	14012134	DALKE & SONS CONSTRUCTION, INC.	\$9,395.50

TOTAL FOR FUND 40 \$23,764.50**SELF-INSURANCE FUND 67**

240961	03/09/2015	67	14986129	UNION BANK OF CALIFORNIA 2740029080	\$253,266.04
241258	03/13/2015	67	14990315	UNION BANK OF CALIFORNIA 2740029080	\$271,784.70
241497	03/19/2015	67	14994341	DELTA HEALTH SYSTEMS	\$179,929.07
241657	03/20/2015	67	14995763	RUSD WORKER'S COMP TRUST	\$37,658.28
241968	03/25/2015	67	14999587	UNION BANK OF CALIFORNIA 2740029080	\$186,644.12
242320	04/06/2015	67	14007641	SAN DIEGO COUNTY SCHOOLS VOLUNTARY EMPLOYEE:	\$52,442.21
242326	04/06/2015	67	14007646	SOUTHERN CALIFORNIA SCHOOLS EMPLOYEE BENEFIT:	\$35,489.07
242372	04/06/2015	67	14007692	UNION BANK OF CALIFORNIA 2740029080	\$122,331.62
242374	04/06/2015	67	14007694	UNION BANK OF CALIFORNIA 2740029080	\$201,539.59
242412	04/07/2015	67	14008548	THOMPSON & COLEGATE	\$3,030.54
242507	04/08/2015	67	14010635	ALLIANCE OF SCHOOLS FOR COOPERATIVE INS PROGR.	\$178,520.00
242598	04/09/2015	67	14010841	RUSD WORKER'S COMP TRUST	\$47,237.37

TOTAL FOR FUND 67 \$1,569,872.61**MULTIPLE FUND CODES**

240948	03/09/2015		14986116	OFFICE MAX	\$18,610.28
240949	03/09/2015		14986117	OFFICE MAX	\$8,939.12
240950	03/09/2015		14986118	OFFICE MAX	\$5,056.73
240951	03/09/2015		14986119	OFFICE MAX	\$2,717.56
241017	03/10/2015		14986630	ALBERT A. WEBB ASSOCIATES	\$10,600.96
241028	03/10/2015		14986641	RIVERSIDE, CITY OF	\$354,678.81
241146	03/12/2015		14988082	OFFICE MAX	\$15,276.85
241147	03/12/2015		14988083	OFFICE MAX	\$8,824.48
241148	03/12/2015		14988084	OFFICE MAX	\$3,899.44
241149	03/12/2015		14988085	OFFICE MAX	\$2,008.36
241345	03/17/2015		14992418	ON TARGET VOICE AND DATA, INC.	\$99,321.74
241431	03/18/2015		14993095	BRAIN POP LLC	\$55,727.00
241708	03/23/2015		14997250	OFFICE MAX	\$21,553.94
241709	03/23/2015		14997251	OFFICE MAX	\$9,895.12
241710	03/23/2015		14997252	OFFICE MAX	\$4,578.86
241711	03/23/2015		14997253	OFFICE MAX	\$2,037.64
241732	03/23/2015		14997274	ARTHUR J GALLAGHER & CO. INS BROKERS OF CA INC	\$20,640.00
242001	03/26/2015		14000599	WAXIE SANITARY SUPPLY	\$17,144.82
242009	03/26/2015		14000607	OFFICE MAX	\$21,222.76
242010	03/26/2015		14000608	OFFICE MAX	\$8,581.05
242011	03/26/2015		14000609	OFFICE MAX	\$3,101.37
242284	04/02/2015		14005780	ECONO FENCE	\$7,950.00
242314	04/06/2015		14007635	SOUTHERN CALIFORNIA SCHOOLS EMPLOYEE BENEFIT:	\$4,060.26
242315	04/06/2015		14007636	SOUTHERN CALIFORNIA SCHOOLS EMPLOYEE BENEFIT:	\$2,818.08
242317	04/06/2015		14007638	SAN DIEGO COUNTY SCHOOLS VOLUNTARY EMPLOYEE:	\$951,008.41
242318	04/06/2015		14007639	SAN DIEGO COUNTY SCHOOLS VOLUNTARY EMPLOYEE:	\$580,332.26
242319	04/06/2015		14007640	SAN DIEGO COUNTY SCHOOLS VOLUNTARY EMPLOYEE:	\$91,200.38
242323	04/06/2015		14007643	SOUTHERN CALIFORNIA SCHOOLS EMPLOYEE BENEFIT:	\$104,166.31
242324	04/06/2015		14007644	SOUTHERN CALIFORNIA SCHOOLS EMPLOYEE BENEFIT:	\$52,474.06
242325	04/06/2015		14007645	SOUTHERN CALIFORNIA SCHOOLS EMPLOYEE BENEFIT:	\$13,471.92
242329	04/06/2015		14007649	METROPOLITAN LIFE INSURANCE COMPANY	\$6,097.94
242330	04/06/2015		14007650	METROPOLITAN LIFE INSURANCE COMPANY	\$6,395.21
242407	04/07/2015		14008543	OFFICE MAX	\$16,004.24
242408	04/07/2015		14008544	OFFICE MAX	\$3,361.13
242563	04/09/2015		14010807	WAXIE SANITARY SUPPLY	\$10,317.85
242564	04/09/2015		14010808	RIVERSIDE, CITY OF	\$390,272.54
242565	04/09/2015		14010809	THE GAS COMPANY	\$21,907.92

242578	04/09/2015	14010821	OFFICE MAX	\$20,974.24
242579	04/09/2015	14010822	OFFICE MAX	\$5,277.05
242580	04/09/2015	14010823	OFFICE MAX	\$2,247.82
242613	04/09/2015	14010856	KMBS C/O BURTRONICS BUSINESS SYSTEMS	\$16,133.39
TOTAL FOR VARIOUS FUND CODES				\$3,000,887.90
TOTAL OF WARRANTS OVER \$1,999.00				\$11,081,208.04
TOTAL OF WARRANTS UNDER \$1,999.00				\$565,661.72
GRAND TOTAL OF WARRANTS				\$11,646,869.76

**Board Meeting Agenda
May 4, 2015**

Topic: Acceptance of Gifts and Donations to the District

Presented by: Donna Manson, Account Clerk, Business Services

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services and Governmental Relations

Type of Item: Consent

Short Description: Individuals and entities may make gifts or donations of usable items or money to the District. Gifts or donations of \$100 or more in value are accepted and acknowledged by the Board of Education.

DESCRIPTION OF AGENDA ITEM

- Arlington High School received \$250.00 from Frank T. Heyming for their Envirothon program.
- Fremont Elementary School received \$1,000.00 from Riverside Optimists for their No Excuses University.
- Harrison Elementary School received the following for their Read Cross America Family Literacy:
 - Once upon a Storybook provided author books to purchase and donated 10% of sales, valued between \$200.00 and \$300.00
 - Alexis O’Neill presented her programs at a reduced fee, valued between \$200.00 and \$300.00
 - Brooke Mears donated coffee and condiments valued at \$100.00
 - Kiwanis Club of Riverside donated \$369.00
 - Fox Performing Arts Center donated \$4,400.00 for books for students, Kindle devices for teachers, grade level prizes and decorations
- Hawthorne Elementary School received \$700.00 from Veronica Contreras to support student field trips for the upcoming 2015-2016 school year.
- Highland Elementary School received \$2,400.00 from the Highland Elementary Parent Teacher Association to assist with student field trips.

- Magnolia Elementary School received the following:
 - Fifty (50) desk top computers with flat screen monitors from National University valued at \$12,000.00
 - Two (2) computers with Windows XP from Cheryl Russell valued at \$200.00

- Martin Luther King High School received the following for King High School Remembers:
 - \$500.00 from RCTA Barbara Kerr Foundation
 - \$1,500.00 from Kevin Jeffries, County Supervisor First District
 - \$1,000.00 from Riverside East Rotary Club
 - \$500.00 from Martin Luther King High School Parent Teacher Student Association
 - \$350.00 from March Joint Powers Authority
 - \$500.00 from Paul Davis, City Councilman Ward 4
 - \$300.00 from Kenneth McGreevy, owner of Inland Training
 - \$250.00 from REEF
 - \$200.00 from Dr. Randy Frigaard, owner of Whole Body Wellness
 - \$200.00 from Jack Power
 - \$150.00 from Wayne Allgood, owner of Bargain Spot Auto Sales
 - \$150.00 from Vincent and Josephine Scarano
 - \$140.00 from Albertson's #6514
 - \$125.00 from Ann and Jerry Grell, owners of Jag Ranch Services
 - \$100.00 from Kathy Allavie, Riverside Unified School District Board
 - \$100.00 from Rob Murray, Broker at Murray Real Estate
 - \$100.00 from Susan Reid
 - \$100.00 from Maggie Vargas
 - \$100.00 from Adelia Rile
 - \$100.00 from Visterra Credit Union
 - \$100.00 from Susan Wolf, Realtor at Murray Real Estate
 - \$100.00 from Law Offices of Randall S. Stamen
 - \$100.00 from Michael A, Hunting, DDS
 - \$100.00 from Carol Munaretto
 - \$100.00 from Karen Davidson, Director of Trax Equestrian Center
 - \$100.00 from Karen Dicey, owner of Angelica's Florists and Gifts
 - \$100.00 from Raincross Pharmacy

- Riverside STEM Academy received a laptop from Jessica Cherry valued at \$450.00.

- Superintendent's Office received the following for Aspiring Leadership Group's visit to Gettysburg:
 - \$4,000.00 from Tilden-Coil Constructors
 - \$4,000.00 from HMC Architects
 - \$5,000.00 from SchoolsFirst Credit Union

Values as to the actual value of the gifted donated item. Inclusion of the value on the report is for information only and does not represent an affirmation of the value.

FISCAL IMPACT: \$42,634.00

RECOMMENDATION: It is recommended that the Board of Education accept the above gifts and donations.

ADDITIONAL MATERIAL: None

**Board Meeting Agenda
May 4, 2015**

Topic: Award of Bid for Bid No. 2014/15-23 – Ramona High School Theater Remodel – Category 8 – Glazing & Windows

Presented by: Jane Jumnongsilp, Fiscal Services Manager
Procurement and Accounts Payable

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: This project consists of Glazing and Windows at the Ramona High School Theater Remodel.

DESCRIPTION OF AGENDA ITEM:

Four (4) contractors picked up a bid package for Bid No. 2014/15-23 – Ramona High School Theater Remodel – Category 8 – Glazing & Windows. On March 26, 2015, three bids (3) were received. On April 2, 2015, Tiden-Coil Constructors, one of the District Construction Management firms, received a letter from Elite Erectors Inc. requesting to withdrawal its bid proposal, for the above referenced project, pursuant to the provisions of Public Contract Code 5103, due to a clerical error. Tilden-Coil Constructors met with Elite Erectors Inc., on behalf of the District, granting Elite Erectors Inc.’s request to withdrawal its bid proposal, in accordance with Public Contract Code 5103.

It is recommended that the contract be awarded to E & R Glass, the lowest responsive and responsible bidder, with the bid amount of \$217,000.00, includes engineering/shop drawing for Division of the State Architect (DSA) approval of \$4,000.00 plus construction cost of \$213,000.00. This contract award will consist of two parts due to the Field Act, which prohibits awarding of construction without DSA-approved plans; the first part of the contract award is for design services only. The contractor will then submit this design to DSA for review and approval, upon which the second contract award for construction will be awarded.

Funding for this project is from Measure B.

FISCAL IMPACT: Bid value of \$217,000.00 is included in the construction budget for this project.

RECOMMENDATION: It is recommended that the Board of Education award Bid No. 2014/15-23 – Category 8 – Ramona High School Theater Remodel for a total amount of \$217,000.00.

ADDITIONAL MATERIAL: Bid Form 2014/15-23

Attached: Yes

BID FORM

Bid Category # 08 **Description** Windows & Glazing

FOR

Ramona High School Theater Remodel
Engineering & Construction Service
BC #08 Windows & Glazing and
BC #16 Stage Rigging & Equipment

AT

Ramona High School
7675 Magnolia Ave. Riverside CA 92504

Bid No. 2014/15:23-24

for

Riverside Unified School District

TRADE
CONTRACTOR
NAME:

E & R Glass Contractors, Inc.

ADDRESS:

5369 Brooks Street

Montclair, CA 91763

TELEPHONE:

(909) 624-6000

FAX:

(909) 624-6095

EMAIL

eric@eandrglass.com

DIR

REGISTRATION

NO.

1000001612

TO: Riverside Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other Contract Documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the Trade Contractor Category of Work, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Addenda, hereby proposes and agrees to perform within the time stipulated, the Trade Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, sales tax, tools, expendable equipment, and utility and transportation services necessary to perform the Trade Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID SCHEDULE NO. 2014/15:23-23

Ramona High School Theater Remodel (BC #08 & #16) in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>	<u>2</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

A. ENGINEERING/SHOP DRAWINGS FOR DSA APPROVAL

Four Thousand and No Cents***** DOLLARS
(\$ 4,000.00*****)

B. CONSTRUCTION (MATERIAL + LABOR)

Two Hundred Thirteen Thousand and No Cents***** DOLLARS
(\$ 213,000.00*****)

C. ALLOWANCE: (If noted, refer to Scope Summary and insert value)

N/A DOLLARS
(\$ N/A)

D. TOTAL PRICE – ENTIRE JOB (3A + 3B + 3C ABOVE)

Two Hundred Seventeen Thousand and No Cents***** DOLLARS

(\$ 217,000.00*****)

Note: District reserves its right to reconcile any mathematical errors or discrepancies in the Total Price in 3C above which shall be controlling. If the District, in its sole discretion and determination, cannot reconcile any mathematical errors or discrepancies, then the District may deem the bid non-responsive. Therefore, bidders are cautioned to carefully check all amounts and totals before submitting a bid.

4. ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the District's option. Alternates are fully described in the Specifications.

Alternate No. 1: (circle if additive or deductive)

ADD/DEDUCT (words) N/A DOLLARS

(written amount) (\$ N/A)

5. TIME FOR COMPLETION: The District may give a Notice to Proceed within ninety (90) days of the award of the bid by the District. Once the Trade Contractor has received the Notice to Proceed, the Trade Contractor shall diligently study and work with Construction Manager and other Trade Contractors to build a realistic Trade Contractor Baseline Schedule for the purpose of outlining the entire scope of Work and to complete the Work in the time specified in the Agreement. By submitting this bid, Trade Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Trade Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

6. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Trade Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the

Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Trade Contractor in the time specified in the Contract Documents.

12. The names of all persons interested in the foregoing proposal as principals are as follows:

Eric A. Dryden - President

Russell J. Dryden - Vice President

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 831409

License Expiration Date: 01/31/16

Name on License: E & R Glass Contractors, Inc.

Class of License: C-17

DIR Registration Number: 1000001612

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding the completion of the Project in the Contract Time and within the Milestones set forth in the Outline Schedule, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to

complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. DEBARMENT. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Trade Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Trade Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Trade Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code Sections 12650, et seq., and Penal Code Section 72)

18. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

E & R Glass Contractors, Inc.
Proper Name of Company


Eric A. Dryden
Name of Bidder Representative

5369 Brooks Street
Street Address

Montclair, CA 91763
City, State, and Zip

(909) 624-6000 (909) 624-6095
Phone Number Fax

eric@eandrglass.com
E-Mail

By:  Date: 03/26/15
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**Board Meeting Agenda
May 4, 2015**

Topic: Award of Bid for Bid No. 2014/15-24 – Ramona High School Theater Remodel – Category 16 – Stage Equipment

Presented by: Jane Jumnongsilp, Fiscal Services Manager
Procurement and Accounts Payable

Responsible
Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: This project consists of Stage Equipment at the Ramona High School Theater Remodel.

DESCRIPTION OF AGENDA ITEM:

Six (6) contractors picked up a bid package for Bid No. 2014/15-24 – Ramona High School Theater Remodel – Category 16 – Stage Equipment. On March 26, 2015, three bids (3) were received. It is recommended that the contract be awarded to LVH Entertainment, the lowest responsive and responsible bidder, with the bid amount of \$335,000.00, includes engineering/shop drawings for Division of the State Architect (DSA) approval of \$11,600.00 plus construction cost of \$323,400.00, includes engineering/shop drawing for DSA approval of \$11,600.00 plus construction cost of \$323,400.00. This contract award will consist of two parts due to the Field Act, which prohibits awarding of construction without DSA-approved plans; the first part of the contract award is for design services only. The contractor will then submit this design to DSA for review and approval, upon which the second contract award for construction will be awarded.

The work to be performed consists of stage equipment at the Ramona High School Theater Remodel. Funding for this project is from Measure B.

FISCAL IMPACT: Bid value of \$335,000.00 is included in the construction budget for this project.

RECOMMENDATION: It is recommended that the Board of Education award Bid No. 2014/15-24 – Category 16 – Ramona High School Theater Remodel for a total amount of \$335,000.00.

ADDITIONAL MATERIAL: Bid Form 2014/15-24

Attached: Yes

BID FORM

Bid Category # 16 **Description** Stage Rigging & Equipment

FOR

Ramona High School Theater Remodel
Engineering & Construction Service
BC #08 Windows & Glazing and
BC #16 Stage Rigging & Equipment

AT

Ramona High School
7675 Magnolia Ave. Riverside CA 92504
Bid No. 2014/15:23-24

for

Riverside Unified School District

TRADE
CONTRACTOR
NAME:

LVH Entertainment Systems

ADDRESS:

300 Irving Drive

Oxnard, CA 93030

TELEPHONE:

(805) 278-4584

FAX:

(805) 278-7709

EMAIL

dpusatere@lvhent.net

DIR

REGISTRATION

NO.

1000005917

TO: Riverside Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other Contract Documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the Trade Contractor Category of Work, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Addenda, hereby proposes and agrees to perform within the time stipulated, the Trade Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, sales tax, tools, expendable equipment, and utility and transportation services necessary to perform the Trade Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID SCHEDULE NO. 2014/15:23-23

Ramona High School Theater Remodel (BC #08 & #16) in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
1	2						

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

A. ENGINEERING/SHOP DRAWINGS FOR DSA APPROVAL

Eleven Thousand Six Hundred _____ DOLLARS
(\$ 11,600.00 _____)

B. CONSTRUCTION (MATERIAL + LABOR)

Three Hundred Twenty Three Thousand Four Hundred _____ DOLLARS
(\$ 323,400.00 _____)

C. ALLOWANCE: (If noted, refer to Scope Summary and insert value)

Zero _____ DOLLARS
(\$ 0.00 _____)

D. TOTAL PRICE – ENTIRE JOB (3A + 3B + 3C ABOVE)

Three Hundred Thirty Five Thousand DOLLARS
(\$ 335,000.00)

Note: District reserves its right to reconcile any mathematical errors or discrepancies in the Total Price in 3C above which shall be controlling. If the District, in its sole discretion and determination, cannot reconcile any mathematical errors or discrepancies, then the District may deem the bid non-responsive. Therefore, bidders are cautioned to carefully check all amounts and totals before submitting a bid.

4. ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the District's option. Alternates are fully described in the Specifications.

Alternate No. 1: (circle if additive or deductive)

ADD/DEDUCT (words) Two Thousand Eight Hundred DOLLARS
(written amount) (\$ 2,800.00)

5. TIME FOR COMPLETION: The District may give a Notice to Proceed within ninety (90) days of the award of the bid by the District. Once the Trade Contractor has received the Notice to Proceed, the Trade Contractor shall diligently study and work with Construction Manager and other Trade Contractors to build a realistic Trade Contractor Baseline Schedule for the purpose of outlining the entire scope of Work and to complete the Work in the time specified in the Agreement. By submitting this bid, Trade Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Trade Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

6. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Trade Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

7. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

8. The required List of Designated Subcontractors is attached hereto.

9. The required Non-Collusion Declaration is attached hereto.

10. The Substitution Request Form, if applicable, is attached hereto.

11. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the

Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Trade Contractor in the time specified in the Contract Documents.

12. The names of all persons interested in the foregoing proposal as principals are as follows:

Tedd Morgan - President, Secretary, Treasurer

Mike Kunz - Vice President

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 729046
License Expiration Date: December 8, 2016
Name on License: LVH Electric Inc., LVH Entertainment Systems
Class of License: C61/D34/C10
DIR Registration Number: 1000005917

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding the completion of the Project in the Contract Time and within the Milestones set forth in the Outline Schedule, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to

complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. DEBARMENT. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Trade Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Trade Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Trade Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code Sections 12650, et seq., and Penal Code Section 72)

18. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

LVH Entertainment Systems
Proper Name of Company

Mike Kunz
Name of Bidder Representative

300 Irving Drive
Street Address

Oxnard, CA 93030
City, State, and Zip

(805) 278-4584 (805) 278-7709
Phone Number Fax

mkunz@lvhent.net
E-Mail

By:  Date: March 25, 2015
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**Board Meeting Agenda
May 4 2015**

Topic: Ratification of Approval to Purchase Chromebooks – Cooperative Purchasing Agreement, Capistrano Unified School District – Bid No. 1415-12

Presented by: Jane Jumnongsilp, Fiscal Services Manager
Procurement and Accounts Payable

Responsible
Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: Cooperative purchasing agreement for the purchase of Chromebooks.

DESCRIPTION OF AGENDA ITEM:

California law provides that public agencies may establish cooperative purchasing agreements wherein one public agency awards a competitive contract to a vendor and allows other public agencies to utilize or “piggyback” on the contract. Approval of a cooperative purchasing agreement does not obligate the Board of Education to issue a contract or appropriate any funds. As indicated below, the Board of Education must find and determine that the use of a cooperative purchasing agreement is in the best interest of the District.

Riverside Unified School District desires to utilize an existing competitively awarded contract to purchase of Chromebooks. Capistrano Unified School District awarded a contract to CDW Government, LLC which allows for cooperative purchasing agreements between public agencies. The contract is valid through July 23, 2015, with two one-year renewal terms.

District staff has reviewed available cooperative purchasing agreements and other formal purchasing options to purchase of Chromebooks, which found that the subject contract best meets the needs of the District.

FISCAL IMPACT: The approval of this agenda item to allow the use of the cooperative purchasing agreement referenced without limit as to dollar amount or items.

RECOMMENDATION: It is recommended that the Board of Education find and determine that it is in the best interest of the District to approve the purchase of Chromebooks to purchase quantities at unit prices quoted, sufficient to meet the needs of the Riverside Unified School District. Furthermore, the District will make all purchases in its own name, be responsible for payment directly to the vendor, and is responsible for any tax liability.

ADDITIONAL MATERIAL: Cooperative Purchasing Agreement, Capistrano Unified School District – Bid No. 1415-12

Attached: Yes

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SCHOOL BOARD AGENDA ITEMS
(cover sheet)

Board Meeting Date 7/23/2014 Item Number _____

CONSENT CALENDAR X
General Functions _____ School Plant _____
Curriculum & Instruction _____ Employees _____
Business & Finance X
DISCUSSION/ACTION _____
INFORMATION/DISCUSSION _____
CLOSED SESSION _____

This form, along with supporting information, is **due by 9 a.m.** (or sooner) on the Monday preceding regular Board meetings.

1. Title of agenda topic (as it should appear on the agenda listing):

AWARD BID NO. 1415-12, CHROMEBOOKS, CDW GOVERNMENT, LLC AND HOWARD TECHNOLOGY SOLUTIONS, A DIVISION OF HOWARD INDUSTRIES, INCORPORATED:

2. Brief description of what the topic involves (if supporting information is not included):

Approval of the award of Bid No. 1415-12, Chromebooks to CDW Government, LLC and Howard Technology Solutions. This bid provides set pricing for Chromebooks, software, licensing, and parts. Troxell Communications, Incorporated, submitted the lowest bid for the 2gb Non Touch Chromebook and has requested relief of bid due to a clerical error that resulted in a materially lower than intended bid. Per public contract code, the District may relieve a bidder due to a mistake in bid submission, causing the bid to be materially different than intended, and award the item to the second lowest bidder, if it is in the best interest of the District to do so. Staff is recommending the relief of Troxell Communications, Inc. from the bid for the 2gb Non Touch Chromebook due to a mistake in bid submission, and award that item to the second lowest bidder CDW Government. The term of the base contract is July 24, 2014, through July 23, 2015, with two one-year renewal terms at the option of the Board of Trustees. Annual expenditures under this contract are estimated to be \$3,500,000, depending upon the availability of funds. Chromebooks may be funded through many sources, such as Common Core, gift, site funds, and grants.

Due to the size of the contracts, documents will be posted online in the District Board Agendas and supporting documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

ATTACHMENT

V. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice Calling For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

**Bid No. 1415-12
 Chromebooks**

All in strict conformity with the Project documents, including Addenda No. 1, , , and , on file at the office of the Purchasing Department of said DISTRICT.

Bid Form

The District desires to Self-Maintain, bid only manufacturers that offer a Self-Maintenance Program.

Category 1: Chromebooks without touchscreens

2GB Ram Non-touch 11" screen or greater	
Chromebook	Details:
Manufacturer:	
Model:	
Processor: Haswell, Bay Trail or equivalent	
2GB Ram	
Battery Life (minimum 8 hours benchmarked)	
Wireless (b/n/g), single or dual band	
Internal HD size (16 GB minimum)	
Removable SD card Storage max capacity	
Bluetooth version	
Number of ports and type	
Cameras (front and/or rear) with MPs	
Included Warranty	
Google's published/projected End of Life date for OS updates for this device must be a minimum of four years from the date of the bid (June, 2018)	
	Price (including shipping) \$ -

4GB Ram Non-touch 11" screen or greater	
Chromebook	Details:
Manufacturer:	
Model:	
Processor: Haswell, Bay Trail or equivalent	
4GB Ram	
Battery Life (minimum 8 hours benchmarked)	
Wireless (g/b/n/ac), single or dual band	
Internal HD size (16 GB Minimum)	
Removable SD card Storage max capacity	
Bluetooth version	
Number of ports and type	
Cameras (front and/or rear) with MPs	
Included Warranty	
Google's published/projected End of Life date for OS updates for this device must be a minimum of four years from the date of the bid (June, 2018)	
Price (Including shipping) \$ -	

*Please refer to document called "CDW*G Proposed Pricing Document" for pricing and product information.*

Category #2 : Chromebooks with touch screens

2GB (or higher) Multi-touch 11" screen or greater	
Chromebook	Details:
Manufacturer:	
Model:	
Processor: Haswell/Bay Trail or Equivalent	
2GB Ram	
Battery Life (minimum 8 hours benchmarked)	
Wireless (g/b/n/ac), single or dual band	
Internal HD size	
Removable SD card Storage max capacity	
Bluetooth version	
Number of ports and type	
Cameras (front and/or rear) with MPs	
Warranty length and terms	
Google's published/projected End of Life date for OS updates for this device must be a minimum of four years from the date of the bid (June, 2018)	
Price (Including shipping) \$ -	

Bid Form and Agreement

*Please refer to document called "CDW*G Proposed Pricing Document" for pricing and product information.*

Category 3: Software/Licensing

1. The district requests best per student pricing for the Hapara Teacher Dashboard and Chromebook remote control student software considering a purchase of 1-5,000 potential licenses for a 1 year contract. If bidder chooses to quote a different software product, it must function comparably to Hapara's product.

Quantity of Licenses:	Teacher Dashboard Price	Remote Control Price
0 - 5,000	\$ 4.00	\$ 5.10

2. The district requests best per device pricing for the Google Chromebook Management software license.

	Price
Google Chromebook Management License:	\$ 25.14

BID NO.

Preferred bid specifications and services:

Parts:

All bidders will provide the manufacturer price sheet for all current parts associated with the Chromebooks that the district can replace outside of warranty. All bidders will provide free parts during the warranty period. All bidders will offer a discount (ranging from 0% - 99%) off of all parts listed on the parts price sheet. This discount will be maintained on all future price sheets for the same, similar, or replacement parts.

Discount percentage off of manufacturers parts price sheet: Discounts vary*

Please refer to Out of Warranty Parts Price Sheet for requested pricing on following page.

External/Additional Parts:

All Chromebooks must be able to project to a VGA projector without needing a powered adapter. Please indicate the price and make/model of the adapter needed to project the Chromebook to VGA that is not a powered adapter. Please provide any necessary documentation if your device does not project to certain makes or models of projectors.

External/Additional Parts:	Details (make/model)	Price:
How does your device connect to a VGA projector?		
Adapter:		\$ -

Please refer to document called "CDW•G Proposed Pricing Document" for pricing and product information.

Hot-swap:

Bidders will explain in detail the number of hot-swap Chromebooks or hot-swap parts of various kinds as a percentage to the total number of Chromebooks ordered in each P.O.

Hot Swaps	Details
Percentage of hot-swap Chromebooks	0.04%
Percentage of hot-swap parts	
List of parts to be provided at the above percentage:	

CDW-G Proposed Pricing Document

Please find below CDW-G's proposed pricing for the requested Chromebooks reference in Category 1 & 2 of "Bid Form and Agreement" document.

ASUS - Category 1 Chromebook Proposed Models; 2GB & 4GB Non-Touch 11" Screen or Greater

For purchases of proposed models in quantities of 1-199 units:

Manufacturer	Model	Proposed Price
Asus	C200MA-EDU	\$ 254.33
Asus	C300MA-EDU	\$ 304.20
Asus	C200MA-EDU-4GB	\$ 304.53

For purchases of proposed models in quantities of 200-999 units:

Manufacturer	Model	Proposed Price
Asus	C200MA-EDU	\$ 241.16
Asus	C300MA-EDU	\$ 288.21
Asus	C200MA-EDU-4GB	\$ 288.53

For purchases of proposed models in quantities of 1000+:

Manufacturer	Model	Proposed Price
Asus	C200MA-EDU	\$ 230.18
Asus	C300MA-EDU	\$ 274.79
Asus	C200MA-EDU-4GB	\$ 275.10

* Acer - Category 1 Chromebook Proposed Models; 2GB & 4GB Non-Touch 11" Screen or Greater

Manufacturer	Model	Price
Acer	NX.SHEAA.006	\$ 228.63 *
Acer	NX.SHEAA.004	\$ 248.34 *

Acer – Category 2 Chromebook Proposed Models; 2GB (or higher) Multi-touch 11" screen or greater

Manufacturer	Model	Price
Acer	NX.MJAAA.004	\$ 300.00 *
Acer	NX.MKEAA.005	\$ 317.19

Preferred bid specifications and services:

External/Additional Parts

ASUS – Category 1 Chromebook Proposed Models; 2GB & 4GB Non-Touch 11" Screen or Greater
Startech.com, HDMI to VGA Adapter part #: HD2VGAE, \$27.00 per unit

* Acer – Category 1 Chromebook Proposed Models; 2GB (or higher) Non-touch 11" screen or greater
Acer HDMI to VGA adapter, part #: NP.OTH11.002, \$12.00 a unit

Proposed Acer Models Description

C720P-2625	
SKU	NX.MJAAA.004
UPC	8.87899E+11
OS	Chrome OS™
Processor	Intel® Celeron® Processor 2955U (2MB cache, 1.40GHz)
Memory	4GB (4) DDR3L SDRAM
Storage	16GB ⁴ SSD, SD card reader
LED TFT LCD	11.6" (1366 x 768) glossy multi-touch touchscreen
Graphics	Integrated Intel® HD Graphics (200MHz base frequency, 1.0GHz max dynamic frequency)
Communications	802.11a/b/g/n WLAN + Bluetooth® 4.0, webcam
Embedded Lithium-Polymer Battery	Three-cell, up to 7.5 hours of life depending on configuration and usage
Dimensions / Weight	11.3" (288.0mm) x 8.0" (204.0mm) x 0.78" (19.9mm) / 3.0 lb. (1.35kg)
Certification	EPEAT® Silver (for product shipped starting 6/1/14) - New
Chassis	Granite gray

C720-2844	
SKU	NX.SHEAA.004
UPC	8.87899E+11
OS	Chrome OS™
Processor	Intel® Celeron® Processor 2955U (2MB cache, 1.40GHz)
Memory	4GB (4) DDR3L SDRAM
Storage	16GB ⁴ SSD, SD card reader
LED TFT LCD	11.6" (1366 x 768) matte (NOT touchscreen)
Graphics	Integrated Intel® HD Graphics (200MHz base frequency, 1.0GHz max dynamic frequency)
Communications	802.11a/b/g/n WLAN + Bluetooth® 4.0, webcam
Embedded Lithium-Polymer Battery	Three-cell, up to 8.5 hours of life depending on configuration and usage
Dimensions / Weight	11.3" (288.0mm) x 8.0" (204.0mm) x 0.75" (19.0mm) / 2.8 lb. (1.25kg)
Certification	EPEAT® Silver (for product shipped starting 6/1/14) - New
Chassis	Granite gray

* C720-2103	
SKU	NX.SHEAA.006
UPC	8.87899E+11
OS	Chrome OS™
Processor	Intel® Celeron® Processor 2955U (2MB cache, 1.40GHz)
Memory	2GB (2) DDR3L SDRAM
Storage	16GB ⁴ SSD, SD card reader
LED TFT LCD	11.6" (1366 x 768) matte (NOT touchscreen)
Graphics	Integrated Intel® HD Graphics (200MHz base frequency, 1.0GHz max dynamic frequency)
Communications	802.11a/b/g/n WLAN + Bluetooth® 4.0, webcam
Embedded Lithium-Polymer Battery	Three-cell, up to 8.5 hours of life depending on configuration and usage
Dimensions / Weight	11.3" (288.0mm) x 8.0" (204.0mm) x 0.75" (19.0mm) / 2.8 lb. (1.25kg)
Certification	EPEAT® Silver (for product shipped starting 6/1/14) - New
Chassis	Granite gray

C720P-2457	
SKU	NX.MKEAA.005
UPC	8.879E+11
OS	Chrome OS™
Processor	Intel® Celeron® Processor 2955U (2MB cache, 1.40GHz)
Memory	4GB (4) DDR3L SDRAM
Storage	16GB ⁴ SSD, SD card reader
LED TFT LCD	11.6" (1366 x 768) glossy multi-touch touchscreen
Graphics	Integrated Intel® HD Graphics (200MHz base frequency, 1.0GHz max dynamic frequency)
Communications	802.11a/b/g/n WLAN + Bluetooth® 4.0, webcam
Embedded Lithium-Polymer Battery	Three-cell, up to 7.5 hours of life depending on configuration and usage
Dimensions / Weight	11.3" (288.0mm) x 8.0" (204.0mm) x 0.78" (19.9mm) / 3.0 lb. (1.35kg)
Certification	EPEAT® Silver
Chassis	White

*** Acer Out of Warranty Parts Price Sheet**

NX.SHEAA.001 - C720-2800-US C720	Description	Part Number	Details	Price
	AC ADAPTER	KP.06503.009	ADAPTER 65W 19V 3-PIN YELLOW TIP - 1.1X3.0X7.5 LITE-ON PA-1650-80AW LF WHITE EDITION MEET CHINA 5KM	\$11.20
	BATTERY	KT.00303.011	BATTERY 3-CELL POLYMER 3950MAH - SANYO AP13J 3S1P MAIN QUANTA	\$47.25
	BOARD MAIN	NB.SHE11.003 27.01618.051	MAINBOARD C720 LF ZHN MB(CEL- 1.4G(D4G)W/CPU	\$169.66
	CABLE	60.SHEN7.006	CORD 125V UL 3P K01081B1183WP	\$2.98
	Keyboard/Upper Case		UPPER CASE W/KEYBOARD (US) W/TP,TP BRACKET FOR WIFI GRAY	\$21.77
	LCD	KL.1160D.012	LCD LED 11.6 WXGA NONE GLARE CMI N116BGE-EA2 LF 200NIT 10MS 500:1	\$63.00
	MEMORY SSD	KN.16G07.006	SSD BOARD 016GB SATA 3 RBU- SNS4151S3/16G LF+HF S9FM01.1 NAND	\$38.50
	TPM Board		On the Motherboard	
	MEMORY		On the Motherboard	
	Lower Case	60.SHEN7.002		\$4.74
	LCD Cover	60.MJANS.001	LCD Cover with Antenna wifi gray	\$9.59

CDW Government LLC
July 1, 2014
Capistrano Unified School District
Chromebooks, Bid No. 1415-12



- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.
- C. Bidder agrees to complete the order within thirty (30) days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payments.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Illinois and that Brandi Stecker whose title is Manager, Proposals Teams authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- G. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
 Yes, other public agencies may purchase from this Bid.
 No, other public agencies may not purchase from this Bid.
- H. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
Extension option for one year: option granted option not granted
Extension option for a second year: option granted option not granted
- I. The Bidder attests to having read and understands all documents contained and referenced in this bid.

J. I. Brandi Steckel the Manager, Proposals Team (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: CDW Government LLC

(a publicly traded Corporation*)

Business Address: 230 N. Milwaukee Ave.

Vernon Hills, IL, 60061

Signed by: BS, President**

Dated: July 01, 2014

BID

1415-12

- * A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.
- ** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

Doing Business as: _____; (Signed)

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a) _____ Corporation)

By: _____ Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and re required to be submitted with this bid:

CONTRACT DOCUMENTS:

1. Bid Form and Agreement
2. Noncollusion Declaration
3. Information Required of Bidder
4. Certification - Participation of Disabled Veteran Business Enterprise
5. Certification by Contractor Criminal Records Check

- 6. Conflict of Interest
- 7. Drug-Free Workplace Certification
- 8. Tobacco Use Policy
- 9. Workman's Compensation Certification
- 10. Certificate Of Liability Insurance
- 11. W-9 Form

CONTRACT TERM

The term of this base contract is for one year beginning July 24 2014 through July 23, 2015, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed two (2) additional one-year periods.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$3,500,000. This amount may be increased by mutual written agreement of both parties and Board approved.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: _____

Title: _____

Date: _____

BID NO. 1415-12

Riverside Unified School District

3380 14th Street • Riverside, CA • 92501

Board Meeting Agenda May 4, 2015

Topic: Resolution No. 2014/15-37 – Resolution of the Board of Education of the Riverside Unified School District to Authorize Budget Adjustments to Appropriate Revenues, Expenditures, and Fund Balance and to Transfer Between Accounts and Funds for the Following Fiscal Year

Presented by: Sandra L. Meekins, Director, Business Services

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services & Governmental Relations

Type of Item: Consent

Short Description: Approval of this agenda item will allow the District's Business Office staff to process transfers for budget adjustments, to increase and decrease revenues and expenditures and to balance between accounts and major funds as needed for the 2015-16 fiscal year.

DESCRIPTION OF AGENDA ITEM:

Subsequent to the adoption of the District's annual budget, the District may receive funds or receive notice of the appropriation of new or additional funds to the District from a variety of federal, state and local sources. California Education Code Section 42602 provides that the governing board of a school district may, by a majority vote of its members, budget and use any unbudgeted income provided during the fiscal year from any source.

Additional changes in revenue and expenses are anticipated to be received from a variety of federal, state and local sources. All revenues and expenditures must be accounted for and accounts balanced. Some accounts may have deficits or surpluses after activity is posted and may require transfers or other accounting solutions.

Given the need to make timely adjustments to keep the budget current with changes to actual revenues and expenses during the year, the attached resolution has been prepared to authorize the District's Business Office staff to make budget adjustments and to recognize any changes in revenue and associated expenditures related to previously unbudgeted funds. As a condition of the blanket authorization, the resolution requires that the details be presented to the Board of

Education as a part of the First and the Second Interim Financial Reports and that the Board of Education ratify the transfers and appropriations.

FISCAL IMPACT: Unknown

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2014/15-37 – Resolution of the Board of Education of the Riverside Unified School District to Authorize Budget Adjustments to Appropriate Revenues, Expenditures, and Fund Balance, and to Transfer between Accounts and Funds for the Following Fiscal Year.

ADDITIONAL MATERIAL: Resolution No. 2014/15-37

Attached: Yes

RESOLUTION NO. 2014/15-37

**RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE
UNIFIED SCHOOL DISTRICT TO AUTHORIZE BUDGET
ADJUSTMENTS TO APPROPRIATE REVENUES, EXPENDITURES,
AND FUND BALANCE, AND TO TRANSFER BETWEEN ACCOUNTS
AND FUNDS FOR THE FOLLOWING FISCAL YEAR**

WHEREAS, the Board of Education of the Riverside Unified School District has determined that revenues are anticipated to be received in the following fiscal year; and

WHEREAS, the Board of Education of the Riverside Unified School District has determined that expenditures are necessary in the following fiscal year; and

WHEREAS, such revenues, expenditures and/or fund balance are in excess of amounts previously budgeted;

WHEREAS, certain accounts may have surpluses or deficits;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to California Education Code Section 42602, the Riverside Unified School District may appropriate any such excess funds, identify and make such transfers between the designated and/or unappropriated fund balances and any expenditure classification(s), or balance any expenditure classification(s) of the budget of the Riverside Unified School District as are necessary to permit the payment of obligations for the Riverside Unified School District incurred during the 2015-16 fiscal year.

BE IT FURTHER RESOLVED that the Governing Board of the Riverside Unified School District authorizes the following positions to approve budget revisions and appropriation transfers as necessary to keep accounts current and accurate:

Chief Business Officer Governmental Relations
Director – Business Services
Manager – Fiscal Services

AND BE IT FURTHER RESOLVED that all transfers and resolutions that have been made, the Riverside Unified School District shall submit such transfers to the Riverside Unified School District Board of Education for ratification. Said ratification shall be included as a part of the Riverside Unified School District's First and Second Interim Reports and shall be limited to major object classification(s) in accordance with the law.

PASSED AND ADOPTED by the Board of Education of the Riverside Unified School District at its regular meeting held on May 4, 2015 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Brent Lee, Clerk
Board of Education

Dated: _____

**Board Meeting Agenda
May 4, 2015**

- Topic: Resolution No. 2014/15-38 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Encumbrances of Funds for the Following Fiscal Year, Authorizing Signatures for Purchase Orders and Other Contractual Commitments and Establishing Not to Exceed Amounts
- Presented by: Sandra L. Meekins, Director, Business Services
- Responsible
Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services & Governmental Relations
- Type of Item: Consent
- Short Description: Approval of this agenda item will allow the District to encumber funds for the 2015-16 fiscal year and will authorize designated staff to sign purchase orders and contractual commitments within certain dollar limitations.

DESCRIPTION OF AGENDA ITEM:

It is necessary to begin the process of issuing purchase orders and other contractual commitments for the 2015-16 fiscal year prior to the adoption of a budget for 2015-16. Programs that operate on a year-round basis and certain other obligations need to be attended to prior to the start of the fiscal year on July 1st.

Normally the budget provides the underlying legislative document that contains the authority to encumber funds. Without an adopted budget, there is no legislative authority for encumbering funds for the following fiscal year. California Education Code Section 35161 provides in part that the governing board of a district may discharge any duty imposed by law upon it or upon the district and may delegate to an officer or employee any of those powers or duties.

The attached resolution has been prepared authorizing the encumbrance of funds for the 2015-16 fiscal year in order to have books, supplies and equipment on hand for schools and departments immediately after the beginning of the fiscal year. Furthermore the resolution delegates to the Chief Business Officer-Governmental Relations, the Director of Business Services, the Fiscal

Services Manager-Procurement/Accounts Payable, and the Director and Assistant Director of Nutrition Services the authority to enter into these obligations, and directs staff to use their best efforts to incorporate these encumbrances in the 2015-16 budget. In order to improve efficiency of processing, this resolution also delegates to purchasing staff positions the authority to sign purchase orders based on certain dollar limits. This resolution provides the official legislative action by which the Board of Education may authorize staff to encumber funds.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2014/15-38 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Encumbrances of Funds for the Following Fiscal Year, Authorizing Signatures for Purchase Orders and Other Contractual Commitments and Establishing Not to Exceed Amounts.

ADDITIONAL MATERIAL: Resolution No. 2014/15-38

Attached: Yes

RESOLUTION NO. 2014/15-38

**RESOLUTION OF THE BOARD OF EDUCATION OF RIVERSIDE
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ENCUMBRANCES
OF FUNDS FOR THE FOLLOWING FISCAL YEAR, AUTHORIZING
SIGNATURES FOR PURCHASE ORDERS AND OTHER
CONTRACTUAL COMMITMENTS AND ESTABLISHING NOT TO
EXCEED AMOUNTS**

WHEREAS, the Riverside Unified School District has determined that it has a need to issue purchase orders for the following fiscal year prior to July 1 in order to have books, supplies, and equipment on hand for schools immediately after the beginning of the fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Riverside Unified School District authorizes the following positions to sign and approve requests for purchase orders and other contractual commitments:

Chief Business Officer Governmental Relations
Director - Business Services
Fiscal Services Manager – Procurement/Accounts Payable
Contract Analyst

BE IT FURTHER RESOLVED that the Board of Education of the Riverside Unified School District authorizes staff in the following position to sign and approve purchase orders on behalf of the Board of Education for Nutrition Services purchases up to the dollar limit indicated:

Director – Nutrition Services	\$70,000
Assistant Director-Nutrition Services	\$70,000
Buyer I	\$25,000 non-contract items, \$50,000 contract items;

AND BE IT FURTHER RESOLVED that the Board of Education of the Riverside Unified School District authorizes Purchasing Department staff in the following positions to sign and approve any purchase orders on behalf of the Board of Education up to the dollar limitations indicated:

Procurement Specialist	\$30,000 non-contract items, \$60,000 contract items;
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AND BE IT FURTHER RESOLVED that purchase orders supported by an agreement for services or by a competitively awarded bid where a contract has been signed by one of the District authorized signers are not subject to the dollar limitations noted above.

BE IT FURTHER RESOLVED that the Governing Board of the Riverside Unified School District directs staff to use their best efforts to incorporate the encumbrances authorized by this resolution in the 2015-16 District Budget.

PASSED AND ADOPTED by the Board of Education of the Riverside Unified School District at its regular meeting held on May 4, 2015 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Brent Lee, Clerk
Board of Education

Dated: _____



Riverside Unified School District

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Board Meeting Agenda May 4, 2014

Topic: Resolution No. 2014/15-39 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Temporary Transfer of Funds from the District’s General Fund to the District’s Child Development Fund and From the District’s General Fund to the District’s Nutrition Services Fund for the following Fiscal Year to Mitigate Potential Impacts of Funding Delays and Federal Sequestration

Presented by: Sandra L. Meekins, Director, Business Services

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services & Governmental Relations

Type of Item: Consent

Short Description: Approval of this agenda item will allow the District to provide temporary loans for the 2015-2016 fiscal year from the General Fund to the Child Development Fund and from the General Fund to the Nutrition Services Fund.

DESCRIPTION OF AGENDA ITEM:

Education Code 42603 allows the Governing Board of a school district to temporarily transfer cash to another fund or account of the District for payment of obligations. Amounts transferred are generally repaid in the same fiscal year; however, transfers made within 120 days of the end of the fiscal year may be repaid in the following fiscal year. Any interest earned from excess funds shall be transferred back to the General Fund.

In order to meet the Child Development and the Nutrition Services Fund’s daily cash obligations for payroll and accounts payable, programs are at risk from funding delays and Federal sequestration; District staff is requesting authorization to process temporary transfers of cash from the District’s General Fund to the Child Development Fund or to the Nutrition Services Fund through June 30, 2016. The Education Code cited above limits the amount of funds that can be transferred from any one fund. Any funds borrowed will be repaid within the timelines specified by Education Code 42603.

Consent Agenda — Page 1

Authorization is requested to transfer funds from the General Fund to the Child Development Fund and/or to the Nutrition Services Fund as needed for the 2015-2016 fiscal year.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2014/15-39 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Temporary Transfer of Funds from the District’s General Fund to the District’s Child Development Fund and From the District’s General Fund to the District’s Nutrition Services Fund for the 2015-2016 Fiscal Year to Mitigate Potential Impacts of Funding Delays and Federal Sequestration.

ADDITIONAL MATERIAL: Resolution No. 2014/15-39

Attached: Yes

RESOLUTION NO. 2014/15-39

**RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE
UNIFIED SCHOOL DISTRICT AUTHORIZING THE TEMPORARY
TRANSFER OF FUNDS FROM THE DISTRICT'S GENERAL FUND TO
THE DISTRICT'S CHILD DEVELOPMENT FUND AND FROM THE
DISTRICT'S GENERAL FUND TO THE DISTRICT'S NUTRITION
SERVICES FUND FOR THE FOLLOWING FISCAL YEAR TO
MITIGATE POTENTIAL IMPACTS OF FUNDING DELAYS AND
FEDERAL SEQUESTRATION**

WHEREAS, the District's Child Development Fund and the District's Nutrition Services Fund must meet its payroll and accounts payable obligations; and

WHEREAS, the timing of the apportionments due the Child Development Fund and the Nutrition Services Fund are delayed and not received on a timely basis due to funding delays and Federal sequestration; and

WHEREAS, Education Code 42603 allows the Board of Education of any school district to direct monies held in any fund or account to be temporarily transferred to another fund or account of the District for payment of obligations; and,

WHEREAS, the transfer or transfers shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Riverside Unified School District directs the County Treasurer to transfer funds from the District's General Fund to the District's Child Development Fund and to transfer funds from the District's General Fund to the District's Nutrition Services Fund for the 2015-2016 fiscal year to mitigate potential impacts of funding delays and Federal sequestration.

PASSED AND ADOPTED by the Board of Education of the Riverside Unified School District at its regular meeting held on May 4, 2015 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Brent Lee, Clerk
Board of Education

Dated: _____

**Board Meeting Agenda
May 4, 2015**

Topic: Resolution No. 2014/15-41 – Resolution of the Board of Education of the Riverside Unified School District to Authorize Year-end Budget Adjustments to Appropriate Revenues, Expenditures and Fund Balance and to Transfer Between Accounts and Funds for the Current Fiscal Year

Presented by: Sandra L. Meekins, Director, Business Services

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent Business Services & Governmental Relations

Type of Item: Consent

Short Description: Approval of this agenda item will allow the District’s Business Services staff to process year-end budget adjustments to appropriate revenues, expenditures and fund balance, and to transfer between accounts and funds as needed to close the financial records for the 2014-15 fiscal year.

DESCRIPTION OF AGENDA ITEM:

Subsequent to the adoption of the District’s annual budget, the District may receive funds or receive notice of the appropriation of new or additional funds to the District from a variety of federal, state and local sources. California Education Code Section 42602 provides that the governing board of a school district may, by a majority vote of its members, budget and use any unbudgeted income provided during the fiscal year from any source.

During the year-end closing process, all revenues and expenditures must be accounted for and accounts balanced. Some accounts may have deficits or surpluses after all of the activity for the year is posted. Accounts with deficits may require transfers or other accounting solutions in order to properly close the accounting records.

Given the need to make timely adjustments during the year-end closing process, the attached resolution has been prepared to authorize the District to make year-end budget adjustments and to recognize any additional revenue and associated expenditures related to previously unbudgeted funds. As a condition of the blanket authorization, the resolution requires that the

details be presented to the Board of Education when completed and that the Board of Education ratify the transfers and appropriations.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2014/15-41 – Resolution of the Board of Education of the Riverside Unified School District to Authorize Year-End Budget Adjustments to Appropriate Revenues, Expenditures and Fund Balance, and to Transfer Between Accounts and Funds for the Current Fiscal Year.

ADDITIONAL MATERIAL: Resolution No. 2014/15-41

Attached: Yes

Resolution No. 2014/15-41

**RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE
UNIFIED SCHOOL DISTRICT TO AUTHORIZE YEAR-END BUDGET
ADJUSTMENTS TO APPROPRIATE REVENUES, EXPENDITURES
AND FUND BALANCE, AND TO TRANSFER BETWEEN ACCOUNTS
AND FUNDS FOR THE CURRENT FISCAL YEAR**

WHEREAS, the Board of Education of the Riverside Unified School District has determined that revenues have been received in the current fiscal year; and

WHEREAS, the Board of Education of the Riverside Unified School District has determined that expenditures are necessary in the current fiscal year; and

WHEREAS, such revenues, expenditures and/or fund balance are in excess of amounts previously budgeted; and

WHEREAS, as part of the year-end accounting records closing process, certain accounts may have surpluses or deficits;

NOW, THEREFORE, BE IT RESOLVED that pursuant to California Education Code Section 42602, the Riverside Unified School District may appropriate any such excess funds, identify and make such transfers between the designated and/or unappropriated fund balances and any expenditure classification(s), or balance any expenditure classification(s) of the budget of the Riverside Unified School District for the 2013-14 fiscal year as are necessary to permit the payment of obligations of the Riverside Unified School District incurred during the 2014-15 fiscal year.

BE IT FURTHER RESOLVED that after all transfers have been made, the Riverside Unified School District shall submit such transfers to the Riverside Unified School District Board of Education for ratification. Said ratification shall be limited to major object classification(s) in accordance with the law.

PASSED AND ADOPTED by the Board of Education of the Riverside Unified School District at its regular meeting held on May 4, 2015 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Brent Lee, Clerk
Board of Education

Dated: _____

**Board Meeting Agenda
May 4, 2015**

Topic: Resolution No. 2014/15-42 – Resolution of the Board of Education of the Riverside Unified School District Declaring the Relocatable Classroom at Mountain View Elementary School Surplus Property and Authorizing the Sale

Presented by: Jane Jumnongsilp, Fiscal Services Manager
Procurement and Accounts Payable

Responsible
Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Consent

Short Description: A resolution is requested to declare a relocatable classroom at Mountain View Elementary School to be surplus and authorizing the sale.

DESCRIPTION OF AGENDA ITEM:

Portable 35 (Aurora S/N 8330) at Mountain View Elementary School was built in 1989 and is 26 years old. It was last used in 2011 as interim housing during the new wing project, and is no longer needed by the site, and its age does not justify the expense of moving and setting it at another school site.

District staff is requesting that pursuant to Education Code 17545 (b), the relocatable classroom and restroom be declared surplus and sold at auction per contract with a private firm. Staff proposes to sell it for \$1 to the low bidder who will be moving an adjacent relocatable classroom to Emerson Elementary School, with the understanding that the bidder's subsequent sale of the surplus relocatable classroom will offset the moving bid accordingly due to the economies of scale.

FISCAL IMPACT: N/A

RECOMMENDATION: It is recommended that the Board of Education approve Resolution No. 2014/15-42 – Resolution of the Board of Education of the Riverside Unified School District Declaring Relocatable Classroom at Mountain View Elementary School as Surplus and Authorizing the Sale at Auction.

ADDITIONAL MATERIAL: Resolution No. 2014/15-42

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT

Resolution No. 2014/15-42

RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT DECLARING RELOCATABLE CLASSROOM AT MOUNTAIN VIEW ELEMENTARY SCHOOL AS SURPLUS AND AUTHORIZING THE SALE AT AUCTION

WHEREAS, Education Code Section 17545 (B) authorizes the Board of Education to sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use; and

WHEREAS, Education Code Section 17545 (b) states the Board of Education may choose to conduct any sale of personal property authorized under this section by means of a public auction conducted by employees of the district or other public agencies, or by contract with a private auction firm. The board may delegate to the district employee responsible for conducting the auction the authority to transfer the personal property to the highest responsible bidder upon completion of the auction and after payment has been received by the district; and

WHEREAS, one (1) relocatable classroom at Mountain View Elementary School has exceeded its useful life expectancy and has been recommended for removal from service;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Education of the Riverside Unified School District declares it surplus property as being unsatisfactory and not suitable for school use.
2. The employee named below has been duly authorized, and is now acting and is authorized to transfer to the lowest responsible bidder of the Emerson Relocatable Classroom project after payment of \$1 has been received, on behalf of the District:

Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

3. The relocatable classroom is identified as “Portable 35, Aurora S/N 8330 first set under DSA A# 50938”

PASSED AND ADOPTED by the Board of Education of the Riverside Unified School District at its regular meeting held on May 4, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brent Lee, Board of Education

Dated: _____

**Board Meeting Agenda
May 4, 2015**

Topic: Approval of Three Tentative Agreements and One Memorandum of Understanding Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association

Presented by: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership and Development

Responsible

Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership and Development

Type of Item: Consent

Short Description: It is recommended that the Board of Education approve three Tentative Agreements and the one Memorandum of Understanding between the Riverside Unified School District and Riverside City Teachers Association for employees represented by the Riverside City Teachers Association.

DESCRIPTION OF AGENDA ITEM:

The District has reached Tentative Agreements (TA) with one of its collective bargaining units, the Riverside City Teachers Association (RCTA) representing certificated employees. The agreements are documented as 1) Tentative Agreement dated September 16, 2014, Article XII, Section 5 (Special Education), and 2) Tentative Agreement dated October 16, 2014, Article XII, Section 5 (Special Education), and 3) Tentative Agreement dated October 29, 2014, Article X, Section 1C (Hours of Employment - Work Day). The Memorandum of Understanding is dated September 10, 2014 – Teacher Induction (BTSA) Program. The Agreements and Memorandum of Understanding are the result of the collective bargaining process that began in September 2014.

The first Tentative Agreement, (Special Education) incorporates the following provisions:

- Article X, Section 5C – Added language – “*Should individual class size significantly exceed site class averages, the District and Association will determine whether support or other assistance is needed.*” Fiscal Impact: None

The second Tentative Agreement (Special Education) incorporates the following provisions:

- Article XII, Section 5, Added language “#6. *Preschool Speech Language Pathologist: 40, E. and F. – language in regards to the class size ratio.*” Fiscal Impact: None

The third Tentative Agreement (Hours of Employment) incorporates the following provisions:

- Article X, Section 1C, – Added language – “*be at their work site at the beginning of their eight (8) hour work day designated for each school site and stay until the end of their work day.*” Fiscal Impact: None

The Memorandum of Understanding incorporates the following provisions:

- RUSD BTSA is in need of additional, temporary support providers to serve its credential candidates for the 2014-2015 year. Qualified teachers may be appointed by the program director for the remainder of the school year – in grade level/content areas identified as needed-under certain conditions. Fiscal Impact: None

The negotiation process will continue. These Tentative Agreements and Memorandum of Understanding represent points of agreement reached on October 16, 2014, October 29, 2014, November 6, 2014, January 28, 2015 and September 10, 2014.

This agenda item is intended to meet the public disclosure requirements of Assembly Bill 1200 (1991/1213) and Assembly Bill 2756 (2004/52). More specifically, AB 27/56 amended Government Code Section 3547.5 to provide in part that, “before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.”

The typical disclosure form is not being used for these TA’s since the financial impact of the TA’s are non-existent or minimal. See Fiscal Impact below.

A ratification vote by RCTA is pending.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve the three Tentative Agreements and the one Memorandum of Understanding between Riverside Unified School District and Riverside City Teachers Association for employees represented by the Riverside City Teachers Association.

ADDITIONAL MATERIAL: Three Tentative Agreements and one Memorandum of Understanding

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
RIVERSIDE CITY TEACHERS ASSOCIATION
TENTATIVE AGREEMENT
SEPTEMBER 16, 2014

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and of the Riverside City Teachers Association ("RCTA"),

ARTICLE XII is amended to read:

Section 5 - Special Education

A. The District will examine individual case loads to determine what additional staff support or other assistance is needed should site averages exceed these maximums:

1. Elementary Special Day Class: 13
2. Middle School Special Day Class and High School and Severely Handicapped Class: 15
3. Elementary and Middle School Resource Specialist: 28 (32 with waiver)
4. High School RSP and Non SH Special Day Classes: 25
5. Designated Instructional Services: 60

B. The District will provide monthly special education enrollment reports for class sizes and case loads to the Association.

C. Should individual class size significantly exceed site class averages, the District and Association will determine whether support or other assistance is needed.

C. D. Instructional Aide Time

Each special education teacher will be assigned aide time in direct support of that teacher's program as follows:

1. Teachers of severely handicapped students will have six (6) hours per day of aide time
(not a specific aide).

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2. Other special education teachers will have five (5) hours per day of aide time (not a specific aide).
3. Special education pre-school teachers and part-time special education teachers shall be allocated aide time equal to the number of the teacher's student contact hours (not a specific aide).
4. Circumstances that might necessitate modification to the aide hours set forth herein are:

(a) Changes in state special education allocations or changes in the rules for allocating aide time.

(b) Should a situation occur where the case load of a non-SH SDC teacher falls below eight (8) students, the District shall provide no less than four (4) hours of aide time per day (not a specific aide) until such case load reaches eight (8) students.

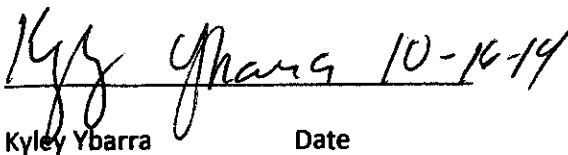
D.E. If self-contained Special Day Class students are mainstreamed, principals shall make reasonably good faith efforts to assign them equitably among the appropriate classes.

AGREED:

For the District:

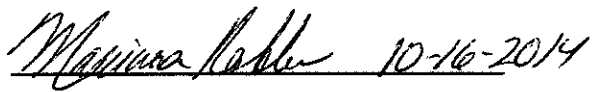
 10-16-14

Susan Mills
Assistant Superintendent,
Department of Personnel –
Leadership & Development

 10-16-14

Kyle Ybarra
Director of Certificated Personnel,
Department of Personnel –
Leadership & Development

For the Association:

 10-16-2014

Mariana Robles
Teacher, Hawthorne ES
Co-chair, RCTA negotiation Team

 10-16-14

Sheri Obr
Teacher, Liberty ES
Co-Chair, RCTA Negotiation Team

RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
RIVERSIDE CITY TEACHERS ASSOCIATION

TENTATIVE AGREEMENT

OCTOBER 16, 2014

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and of the Riverside City Teachers Association ("RCTA"),

ARTICLE XII is amended to read:

Section 5 - Special Education

A. The District will examine individual case loads to determine what additional staff support or other assistance is needed should site averages exceed these maximums:

1. Elementary Special Day Class: 13
2. Middle School Special Day Class and High School and Severely Handicapped Class: 15
3. Elementary and Middle School Resource Specialist: 28 (32 with waiver)
4. High School RSP and Non SH Special Day Classes: 25
5. Designated Instructional Services: 60
6. Preschool Speech Language Pathologist: 40

B. The District will provide monthly special education enrollment reports for class sizes and case loads to the Association.

C. Should individual class size significantly exceed site class averages, the District and Association will determine whether support or other assistance is needed.

D. Instructional Aide Time

Each special education teacher will be assigned aide time in direct support of that teacher's program as follows:

1. Teachers of severely handicapped students will have six (6) hours per day of aide time (not a specific aide).
2. Other special education teachers will have five (5) hours per day of aide time (not a specific aide).

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RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
RIVERSIDE CITY TEACHERS ASSOCIATION
TENTATIVE AGREEMENT
OCTOBER 29, 2014

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and of the Riverside City Teachers Association ("RCTA"),

Article X, Section 1 C is amended to read:

C. Work Day:

1. High Schools and Continuation High School: Employees shall ~~be on the work site no less than twenty (20) minutes before the first students arriving are scheduled to attend class.~~ be at their work site at the beginning of their eight (8) hour work day designated for each school site and stay until the end of their work day. The normal or regular work day shall be seven and three-quarters (7 $\frac{3}{4}$) consecutive hours commencing the 2014-15 work year and eight (8) consecutive hours commencing the 2015-16 work year, which includes the lunch period. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team. The length of the instructional day shall be 365 minutes. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be

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determined by mutual agreement of the employee and the District.

~~At Lincoln High School, employees shall report to the work site no less than thirty (30) minutes before the beginning of the session to which they are assigned by the principal.~~

(a) High schools will increase the number of instructional minutes to establish Staff Collaboration Time. Using the voting procedure in Section 7, annually by April 1, each high school shall choose between the following options by simple majority vote:

1. The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, four (4) days per week; and on the fifth (5th) day of the week, instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.
2. The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, for nine (9) consecutive days; and on the tenth (10th) day, instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.

Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and include one or more of these elements as outlined in the California Standards for the Teaching Profession (CSTP): Engaging and supporting all students in learning; Creating and maintaining effective environments for student learning; Planning instruction and designing learning experiences for all students; Assessing student learning and progress; and Developing as a professional educator. This time shall not be used for staff meetings, individual teacher planning time or for the early release of teachers.

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Teacher preparation time, as defined in Article X, Section 1F of the Agreement, shall not be altered as a result of the implementation of Staff Collaboration Time.

2. Middle Schools: Employees shall be ~~on the work site no less than thirty (30) minutes before the first students arriving are scheduled to attend class~~ at their worksite at the beginning of their eight (8) hour work day designated for each school site and stay until the end of their work day. The normal or regular work day shall be seven and three-quarters (7 ¾) consecutive hours commencing the 2014-15 school year and eight (8) hours commencing the 2015-16 work year, which includes the lunch period. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team. The length of the instructional day shall be 350 minutes. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and include one or more of these elements as outlined in the California Standards for the Teaching Profession (CSTP): Engaging and supporting all students in learning; Creating and maintaining effective environments for student learning; Planning instruction and designing learning experiences for all students; Assessing student learning and progress; and Developing as a professional educator. This time shall not be used for staff meetings, individual teacher planning time or for the early release of teachers.

Teacher preparation time, as defined in Article X, Section 1F of the Agreement, shall not be altered as a result of the implementation of Staff Collaboration Time.

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3. Elementary Schools:

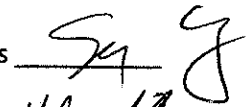

(a) Employees shall be ~~on the work site twenty (20) minutes before the first students arriving~~
~~are scheduled to attend class~~ at their work site at the beginning of their eight (8) hour work day
designated for each school site and stay until the end of their work day. The normal or regular work day
shall be seven and three-quarters (7 $\frac{3}{4}$) consecutive hours commencing the 2014-15 school year and
eight (8) consecutive hours commencing the 2015-16 work year, which includes the lunch period.

The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of
the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work
year will be determined by the RCTA/RUSD Joint Negotiation Team. If program
assignments are such that different employee assignments require different daily
beginning and ending times, these times will be determined by mutual agreement of the
employee and the District.

The scheduling of K-3 teacher supervision duties shall be assigned equitably among K-3
teachers at their school site. The District will provide supervision for before school duty
in grades K-6. In the event the site administrator is unable to provide adequate
supervision to ensure the safety of children, employees shall perform this duty, and such
duty must be equitably assigned at each work site. On such an occasion, the supervising
teacher may leave the work site early by the same amount of time he/she performed the
duty, on the first afternoon without a meeting. When assigned morning supervision, an
employee may be required to report for that duty thirty (30) minutes before the start of
the earliest class if the site administrator deems such early reporting necessary to assure
adequate supervision. When assigned supervision at student dismissal time, employees
may be required to remain on duty for up to thirty (30) minutes after the dismissal time if
the site administrator deems more than twenty (20) minutes of supervision are necessary

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to provide adequate supervision of students.

(b) The length of the instructional day for the traditional year for elementary students shall be as follows:

Grades K - 3 285 minutes

Grades 4 - 6 300 minutes

(c) Students in grades K-6 at each school shall have common beginning and ending times. In primary classes, except 3/4 combinations, in addition to a morning recess, there may be an afternoon recess not to exceed fifteen (15) minutes, at the discretion of each teacher.

The time the recess may be held shall be designated by the site administrator. Recess supervision shall be done by teachers utilizing this afternoon recess.

(d) On all regular or normal days, except those on which staff, team or district-ordered meetings are scheduled, the final forty-five (45) minutes of the elementary teachers' work day shall be designated as planning time for those with full-time classroom teaching assignments. Planning time is provided to allow teachers an opportunity during the work day to prepare assignments, correct papers, meet with parents and other staff members, meet with students, and to perform related tasks arising from the teaching assignment.

(e) In order to establish a Staff Collaboration Time period, each elementary school shall increase the number of daily instructional minutes contained in Section 1C(b) of this Agreement by fifteen (15) minutes, four (4) days a week. On the fifth (5th) day of the week, instructional minutes may be decreased in order to implement a one (1) hour Staff Collaboration Time period.

Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and include one or more of these elements as outlined in the California Standards for the

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**Board Meeting Agenda
May 4, 2015**

Topic: Approval of Tentative Agreements Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association

Presented by: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership and Development

Responsible Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership and Development

Type of Item: Consent

Short Description: It is recommended that the Board of Education approve three Tentative Agreements between the Riverside Unified School District and Riverside City Teachers Association for employees represented by the Riverside City Teachers Association.

DESCRIPTION OF AGENDA ITEM:

The District has reached Tentative Agreements (TA) with one of its collective bargaining units, the Riverside City Teachers Association (RCTA) representing certificated employees. The agreements are documented as 1) Tentative Agreement dated January 22, 2015, Article X, Section 1 (Hours of Employment), and 2) Tentative Agreement dated January 22, 2015, Article XV, Section 6 (Transfers), and 3) Article XII, Section 2 (Employee Evaluation Process). The Agreements are the result of the collective bargaining process that began in September 2014.

The first Tentative Agreement, (Hours of Employment) incorporates the following provisions:

- Article X, Section 1 – Full-time Classroom and Itinerant Teachers, Special Education Teachers, School Librarians, Nurses, Speech Language Pathologists, Psychologists, Teachers on Special Assignment, “ADDED” - *Staff Developers* and Counselors. Fiscal Impact: None

- Article X, Section 1, I, L – change to psychologist (8) hour work day, *inclusive of lunch*, “*ADDED*” – *Staff Developers shall work an eight hour day, inclusive of lunch*. Fiscal Impact: None

The second Tentative Agreement (Transfers) incorporates the following provisions:

- Article XV, Section 6E is amended to read: “*Tentative psychologist assignments shall be received no later than May 15 of the current school year.*” Fiscal Impact: None

The third Tentative Agreement (Employee Evaluation Process) incorporates the following provisions:

- Article XII, Section 2F - “*grades 1, 2 and 3 classes shall be established using a student-to-teacher ratio.*” Fiscal Impact: None

The negotiation process will continue. These Tentative Agreements represent points of agreement reached on January 28, 2015.

This agenda item is intended to meet the public disclosure requirements of Assembly Bill 1200 (1991/1213) and Assembly Bill 2756 (2004/52). More specifically, AB 27/56 amended Government Code Section 3547.5 to provide in part that, “before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.”

The typical disclosure form is not being used for these TA’s since the financial impact of the TA’s are non-existent or minimal. See Fiscal Impact below.

A ratification vote by RCTA is pending.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve the three Tentative Agreements between Riverside Unified School District and Riverside City Teachers Association for employees represented by the Riverside City Teachers Association.

ADDITIONAL MATERIAL: Tentative Agreements

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
 AND
 RIVERSIDE CITY TEACHERS ASSOCIATION
 TENTATIVE AGREEMENT
 JANUARY 22, 2015

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and of the Riverside City Teachers Association ("RCTA"),

ARTICLE X, Section 1 is amended to read:

Section 1 - Full-time Classroom and Itinerant Teachers, Special Education Teachers, School Librarians, Nurses, Speech Language Pathologists, Psychologists, Teachers on Special Assignment, Staff Developers and Counselors

A. Work Year: The work year shall be developed in consultation between the Association and the District as provided in Article V. The calendars shall be constructed with the following limits:

- 1. Elementary and High School, Full-time K-12 Independent Study and Continuation High School: One hundred eighty-one (181) days of instruction.
 Middle School, Opportunity School/COPE and Community Day School: One hundred eighty (180) days of instruction.

2. Returning Teachers

(a) Elementary School Teachers: Four (4) work days without students for

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returning elementary teachers to be used as two (2) non-student attendance days for elementary parent conference days; plus two (2) days prior to the opening of schools.

(b) Middle School Teachers: Five (5) work days without students for returning middle school teachers to be used as three (3) non-student attendance days, one (1) each at the end of the first quarter, first semester and third quarter; plus two (2) days prior to the opening of schools.

(c) High School Teachers: Four (4) work days without students for returning high school teachers to be used as two (2) non-student attendance days, one (1) at the end of each semester; plus two (2) days prior to the opening of schools.

3. New Teachers

(a) Elementary School Teachers: Five (5) work days without students for new elementary teachers to be used as two (2) non-student attendance days for elementary parent conference days plus three (3) days prior to the opening of schools, which includes one (1) day of orientation.

(b) Middle School Teachers: Six (6) work days without students for new middle school teachers to be used as three (3) non-student attendance days, one (1) each at the end of the first quarter, first semester and third quarter; plus three (3) days prior to the opening of schools, which includes one (1) day of orientation.

(c) High School Teachers: Five (5) work days without students for new high school teachers to be used as two (2) non-student attendance days, one (1) at the end of each

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semester; plus three (3) days prior to the opening of schools, which includes one (1) day of orientation.

4. On the two (2) days prior to the opening of school, there shall be a limit of six and threefourths (6 $\frac{3}{4}$) hours of mandatory meetings. These meeting are not included in the maximum number of regularly scheduled staff meetings.

5. The following days shall be free of meetings:

(a) The two high school end of semester days.

(b) The three middle school end of first quarter, first semester and third quarter days.

6. The middle schools will modify the school calendar to enable 7th grade students to begin and end their school year one day earlier than the 8th grade students.

The adjustment of the school year shall not increase the number of work days or student contact days for teachers. All employees shall have no less than seven and three quarters (7 $\frac{3}{4}$) hours of time for room preparation at the beginning of the 2014-15 school year and no less than eight (8) hours commencing the 2015-16 school year. No employee shall be required to have more contact with 7th grade students on their first day of attendance than the proportional amount of 7th grade student contact time determined by the employee's daily assigned teaching schedule. Similarly, no employee shall be required to have more contact with 8th grade students on the last day of 8th grade attendance than the proportional amount of 8th grade student contact time determined by the employee's daily assigned teaching schedule.

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7. Elementary schools shall have a minimum day of two hundred forty (240) minutes in length on the last day of pupil attendance. As of the last day of school, should at least one hundred twenty (120) annual minutes of attendance hours beyond the State minimum remain, and the day prior to the last day of school is a full day, the Superintendent shall declare the last day of school as one hundred eighty (180) minutes in length.

8. All probationary and those temporary employees, who have been employed fewer than three (3) consecutive years for at least 75 percent of the work year, may be required to attend up to five (5) days inservice training outside their work year. These inservice days shall be related to school or District staff development programs, with compensation at the "Miscellaneous Salary Provision" rate for inservice.

B. Work Week: The regular work week shall be Monday through Friday except for a week that might be changed by national, state or local holidays on the school calendar.

C. Work Day:

1. High Schools and Continuation High School: Employees shall be on the work site no less than twenty (20) minutes before the first students arriving are scheduled to attend class. The normal or regular work day shall be seven and three-quarters ($7 \frac{3}{4}$) consecutive hours commencing the 2014-15 work year and eight (8) consecutive hours commencing the 2015-16 work year, which includes the lunch period. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team. The length of the instructional day shall be 365 minutes. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

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At Lincoln High School, employees shall report to the work site no less than thirty (30) minutes before the beginning of the session to which they are assigned by the principal.

(a) High schools will increase the number of instructional minutes to establish Staff Collaboration Time. Using the voting procedure in Section 7, annually by April 1, each high school shall choose between the following options by simple majority vote:

1. The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, four (4) days per week; and on the fifth (5th) day of the week, instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.
2. The high school may increase the number of daily instructional minutes by a minimum of nine (9) minutes or maximum of 12 minutes, for nine (9) consecutive days; and on the tenth (10th) day, instructional minutes may be decreased in order to implement Staff Collaboration Time by a late start or early dismissal.

Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and include one or more of these elements as outlined in the California Standards for the Teaching Profession (CSTP): Engaging and supporting all students in learning; Creating and maintaining effective environments for student learning; Planning instruction and designing learning experiences for all students; Assessing student learning and progress; and Developing as a professional educator. This time shall not be used for staff meetings, individual teacher planning time or for the early release of teachers.

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Teacher preparation time, as defined in Article X, Section 1F of the Agreement, shall not be altered as a result of the implementation of Staff Collaboration Time.

2. Middle Schools: Employees shall be on the work site no less than thirty (30) minutes before the first students arriving are scheduled to attend class. The normal or regular work day shall be seven and three-quarters (7 $\frac{3}{4}$) consecutive hours commencing the 2014-15 school year and eight (8) hours commencing the 2015-16 work year, which includes the lunch period. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team. The length of the instructional day shall be 350 minutes. If program assignments are such that different employee

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assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven and include one or more of these elements as outlined in the California Standards for the Teaching Profession (CSTP): Engaging and supporting all students in learning; Creating and maintaining effective environments for student learning; Planning instruction and designing learning experiences for all students; Assessing student learning and progress; and Developing as a professional educator. This time shall not be used for staff meetings, individual teacher planning time or for the early release of teachers.

Teacher preparation time, as defined in Article X, Section 1F of the Agreement, shall not be

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altered as a result of the implementation of Staff Collaboration Time.

3. Elementary Schools:

(a) Employees shall be on the work site twenty (20) minutes before the first students arriving are scheduled to attend class. The normal or regular work day shall be seven and threequarters (7 ¾) consecutive hours commencing the 2014-15 school year and eight (8) consecutive hours commencing the 2015-16 work year, which includes the lunch period. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team. If program assignments are such that different employee assignments require different daily beginning and ending times, these times will be determined by mutual agreement of the employee and the District.

The scheduling of K-3 teacher supervision duties shall be assigned equitably among K-3 teachers at their school site. The District will provide supervision for before school duty in grades K-6. In the event the site administrator is unable to provide adequate supervision to ensure the safety of children, employees shall perform this duty, and such duty must be equitably assigned at each work site. On such an occasion, the supervising teacher may leave the work site early by the same amount of time he/she performed the duty, on the first afternoon without a meeting. When assigned morning supervision, an employee may be required to report for that duty thirty (30) minutes before the start of the earliest class if the site administrator deems such early reporting necessary to assure adequate supervision. When assigned supervision at student dismissal time, employees may be required to remain on duty for up to thirty (30) minutes after the dismissal time if the site administrator deems more than twenty (20) minutes of supervision are necessary to provide adequate supervision of students.

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(b) The length of the instructional day for the traditional year for elementary students shall be as follows:

Grades K - 3 285 minutes

Grades 4 - 6 300 minutes

(c) Students in grades K-6 at each school shall have common beginning and ending times. In primary classes, except 3/4 combinations, in addition to a morning recess, there may be an afternoon recess not to exceed fifteen (15) minutes, at the discretion of each teacher. The time the recess may be held shall be designated by the site administrator. Recess supervision shall be done by teachers utilizing this afternoon recess.

(d) On all regular or normal days, except those on which staff, team or district-ordered meetings are scheduled, the final forty-five (45) minutes of the elementary teachers' work day shall be designated as planning time for those with full-time classroom teaching assignments. Planning time is provided to allow teachers an opportunity during the work day to prepare assignments, correct papers, meet with parents and other staff members, meet with students, and to perform related tasks arising from the teaching assignment.

(e) In order to establish a Staff Collaboration Time period, each elementary school shall increase the number of daily instructional minutes contained in Section 1C(b) of this Agreement by fifteen (15) minutes, four (4) days a week. On the fifth (5th) day of the week, instructional minutes may be decreased in order to implement a one (1) hour Staff Collaboration Time period.

Staff Collaboration Time shall be scheduled during the regular instructional day. Staff Collaboration Time shall be designed by teachers. The agendas will be teacher-driven

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and include one or more of these elements as outlined in the California Standards for the Teaching Profession (CSTP): Engaging and supporting all students in learning; Creating and maintaining effective environments for student learning; Planning instruction and designing learning experiences for all students; Assessing student learning and progress; and Developing as a professional educator. This time shall not be used for staff meetings, individual teacher planning time or for the early release of teachers.

Teacher preparation time, as defined in Section 1C 3(d) of the Agreement, shall not be altered as a result of the implementation of the Staff Collaboration Time period.

4. Each kindergarten teacher not teaching full day kindergarten shall be available for assistance within the kindergarten and/or primary program for a maximum of forty-five (45) minutes during the school day.

D. It is recognized by the District and the Association that all employees work additional hours in excess of those required at the work site that may vary according to the responsibility of the individual employee. Employees may be expected to spend additional time on the work site for purposes of staff meetings; team or department meetings; conferences involving students, parents or District personnel; SST and IEP meetings. The District shall make every effort to schedule SST and IEP meetings during the work day. Special Education employees and School Nurses attending IEP meetings shall be paid the curriculum rate of pay for the time that extends beyond one (1) hour after the employees' regular work day, to be paid in increments of one-half (½) hour.

School staff meetings that require attendance outside the work day shall be limited to no more than fifteen (15) meetings per year, per employee. These meetings shall not exceed seventy-five (75) minutes after the latest regularly scheduled dismissal time of students.

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No elementary employee will be required to attend more than fifteen (15) team meetings per year. No team meeting shall extend beyond forty-five (45) minutes after student dismissal time.

No middle school employee will be required to attend more than fifteen (15) department or team meetings per year. No team meeting shall extend forty (40) minutes after student dismissal time.

No high school employee will be required to attend more than fifteen (15) department or team meetings per year. No team meeting shall extend beyond fifty (50) minutes after student dismissal time.

Except under unusual circumstances, team or staff meetings will not be scheduled on the afternoon before the start of a weekend or vacation.

Whenever possible, meetings necessary for conducting WASC, CCR, and PQR shall be scheduled during school release/in-service days or during the regular work day.

Prior to the end of each school year, the site administrator shall meet with his/her staff, or with elected representatives of his/her staff, for the purpose of mutually agreeing on the number and type of committees and special events that will be necessary to carry out the school program in the following year. Other special events or committees may be mutually added during the school year.

The list of agreed upon committees and special events shall be submitted to the school staff, so that employees may select those committees and/or events in which they want to

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participate.

E. Employees assigned to middle schools or high schools shall be entitled to one (1) duty-free, uninterrupted lunch period per day, which shall be the longer of either the student lunch period at their site or thirty-five (35) minutes. Employees assigned to elementary schools shall have a lunch period of forty-five (45) minutes. At elementary schools when weather conditions prohibit the normal use of the playground, the site administrator may declare a lunch period for staff and students of thirty (30) minutes, or up to twenty-five percent (25%) of the staff may be required to assist with student supervision for that period of time the lunch period exceeds thirty (30) minutes. Such duty must be equitably assigned at each work site. On these days, employees assigned lunch duty or having a shortened lunch period may leave the work site fifteen (15) minutes earlier than the regular departure time the first afternoon without a meeting.

F. Full-time classroom teachers in grades seven (7) through twelve (12) shall be entitled to one (1) scheduled instructional period per day to be used for preparation and planning, and conferences with parents, students, supervisors, and other employees. Normally, teachers may not leave the work site during this period without prior approval of the site administrator. Except by mutual agreement between the employee and the District, full-time teachers in middle and high schools shall have no more than twenty-five (25) teaching periods per week, exclusive of the Sustained Silent Reading (SSR) program. In lieu of SSR, teachers may volunteer to provide enrichment or intervention instruction to meet students' needs during the time period that is designated for SSR with administrative approval.

G. Counselors, pre-school teachers and District I.M.S. specialists shall work an eight (8) hour

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day inclusive of lunch, which shall be the longer of either the student lunch period at their site or thirty-five (35) minutes.

H. Nurses shall work a seven and one half (7 ½) hour day, inclusive of lunch.

I. Psychologists shall work an eight (8) hour work day, ~~exclusive~~ *inclusive* of lunch.

J. Speech & Language Pathologists shall work a seven and three-quarters (7 ¾) hour day, commencing the 2014-15 school year and eight (8) hours commencing the 2015-16 school year, which includes lunch. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team.

K. Regular K-12 independent study employees shall work a seven and three-quarters (7 ¾) hour day commencing the 2014-15 school year and eight (8) hours commencing the 2015-16 school year, which includes lunch. The additional fifteen (15) minutes in the 2014-15 work year will be added at the end of the work day. The placement of the additional fifteen (15) minutes in the 2015-16 work year will be determined by the RCTA/RUSD Joint Negotiation Team.

L. Staff Developers shall work an eight hour day, inclusive of lunch.

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RIVERSIDE UNIFIED SCHOOL DISTRICT
 AND
 RIVERSIDE CITY TEACHERS ASSOCIATION
 TENTATIVE AGREEMENT
 JANUARY 22, 2015

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and of the Riverside City Teachers Association ("RCTA"),

ARTICLE XV, Section 6 is amended to read:

Section 6 - Assignment/Reassignment

- A. Assignment means the subject, grade level, track, classes, and/or duties an employee is designated to perform by his/her immediate supervisor.

- B. Reassignment means a change of assignment within a school.

C. Involuntary Reassignment

- 1. An employee may be involuntarily reassigned when it is deemed necessary by the site administrator. An involuntary reassignment shall be based upon the following criteria:
 - (a) The demonstrated needs and efficient operation of the school and/or program.
 - (b) The qualifications, including the experience and recent training of the employee.
 - (c) Employee certification and authorization.
 - (d) The preferences of the employee.

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- 2. Involuntary reassignments shall not be made for punitive reasons.
- 3. Involuntary reassignment between primary (K-3) and intermediate (4-6) grades or interdepartmental reassignments shall be for legitimate reasons only.
- 4. When a grade level change is made that is more than two (2) grade levels above or below current assignment, the District shall provide that employee with two (2) days of release time to observe in other classes of similar assignment within a mutually agreed upon time or to conduct other preparation activities.

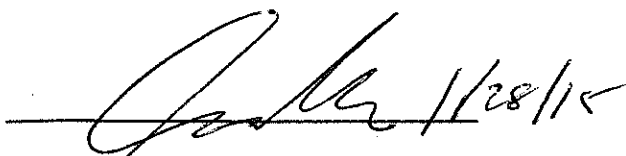
D. Tentative elementary grade level assignments shall be received no later than May 15 of the current school year. Secondary tentative assignments for the next school year shall be received no later than August 1.

E. Tentative psychologist assignments shall be received no later than May 15 of the current school year.

AGREED:

For the District:

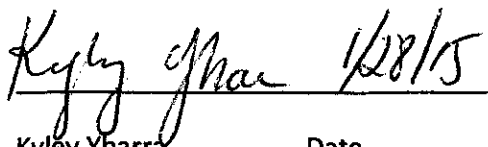
For the Association:

 1/28/15

 1/28/2015

Susan Mills
Assistant Superintendent,
Department of Personnel –
Leadership & Development

Mariana Robles
Teacher, Hawthorne ES
Co-chair, RCTA negotiation Team

 1/28/15

 1-28-15

Kyley Ybarra
Director of Certificated Personnel,
Department of Personnel -
Leadership & Development

Sheri Obr
Teacher, Liberty ES
Co-Chair, RCTA Negotiation Team

RIVERSIDE UNIFIED SCHOOL DISTRICT
 AND
 RIVERSIDE CITY TEACHERS ASSOCIATION
 TENTATIVE AGREEMENT
 JANUARY 22, 2015

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and of the Riverside City Teachers Association ("RCTA"),

ARTICLE XII, Section 2 is amended to read:

Section 2 - Elementary Schools (K-6)

A. Each elementary school shall be allocated classroom teaching positions in sufficient number to ensure that the average class size in the elementary school shall be thirty (30). Only regular classes, those other than any special education class, shall be used to calculate this average..

B. Within thirty-five (35) school days after the beginning of the school year, the Department of Personnel shall calculate the actual average class size district-wide in grades K-6 by dividing the actual active enrollment in all regular District K-6 classes by the actual number of full-time equivalent teachers assigned to instruct those classes. If the quotient is greater than thirty and one-half (30 ½), the District shall employ sufficient additional qualified teachers to reduce that quotient to thirty and one-half (30 ½).

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C. When the average class size at any elementary school exceeds thirty-one (31) for two (2) successive monthly attendance reports, the District shall take action to reduce that average to thirty-one (31) or fewer students.

D. If any class in upper grades (grades 4, 5 or 6) exceeds thirty-four (34) pupils for more than twenty-five (25) school days, written approval must be received from the teacher and a waiver of the class size requirement must be obtained from the Association.

E. Kindergarten classes shall be established using a student-to-teacher staffing ratio ("divisor") of twenty-four (24) students to one (1) teacher (24:1). The maximum class size for any regular education classroom with kindergarten students shall be twenty-seven (27) students, except as provided below.

1. If the maximum class size of twenty-seven (27) students creates a situation at any school, where to accommodate all kindergarten students, a combination class of kindergarten and first grade students would be created, such combination class may be avoided by exceeding the maximum class size of twenty-seven (27).

2. The decision to exceed the maximum class size of twenty-seven (27) students shall be made collaboratively between the site administrator, specific teacher and the Association President or Association President's designee. Written approval must be received from the teacher and a waiver of the class size requirement must be obtained from the Association to document the collaborative decision.

Initials ML 10

Initials SM 5

A. Instructional Aide Time

Each regular education kindergarten teacher (excludes special education teachers) will be assigned aide time in direct support of that teacher’s program as follows:

- 1. One (1) hour per week of aide time (not a specific aide).

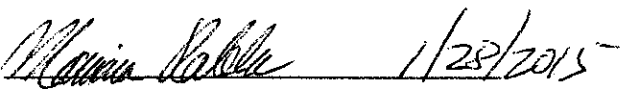
F. Beginning in the 2014-15 school year and continuing, primary grade (grades 1, 2 and 3) classes shall be established using a student-to-teacher ratio consistent with the adopted state budget applicable for the specific school year (targeted staffing ratio for the Grade Span Adjustment (GSA). The goal is to reach 24:1 by 2020-21 unless the GSA funding changes. The maximum annual staffing ratio for each school site for regular education classrooms shall be the targeted annual staffing ratio for each school site plus a tolerance factor of one (1) point. For example, if the targeted annual staffing ratio is 25.5, then the maximum annual staffing ratio shall be 26.5. The tolerance factor is designed to protect the District from financial penalties for deviations from the targeted annual staffing ratio as provided for in Education Code, Section 42238.02.

AGREED:

For the District:

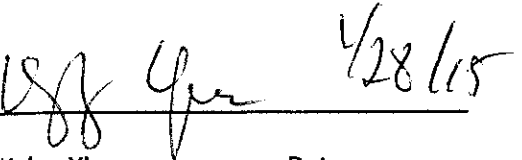
For the Association:

 1/24/15

 1/28/2015

Susan Mills
Assistant Superintendent,
Department of Personnel –
Leadership & Development

Mariana Robles
Teacher, Hawthorne ES
Co-chair, RCTA negotiation Team

 1/28/15

 1-28-15

Kyley Ybarra
Director of Certificated Personnel,
Department of Personnel -
Leadership & Development

Sheri Obr
Teacher, Liberty ES
Co-Chair, RCTA Negotiation Team

**Board Meeting Agenda
May 4, 2015**

Topic: Approval of Four Tentative Agreements Between Riverside Unified School District and Its Employees Represented by the California School Employees Association, Chapter 506

Presented by: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership and Development

Responsible

Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership and Development

Type of Item: Consent

Short Description: It is recommended that the Board of Education approve four Tentative Agreements between the Riverside Unified School District and California School Employees Association, Chapter 506 for the employees represented by the California School Employees Association, Chapter 506.

DESCRIPTION OF AGENDA ITEM:

The District has reached Tentative Agreements (TA) with one of its collective bargaining units, the California School Employees Association, (CSEA) Chapter 506, representing classified employees. The agreements are documented as 1) Tentative Agreement dated December 9, 2014, Class Title: District Community Assistant, 2) Class Title: Nutrition Services Systems Specialist, 3) Class Title: Nutrition Specialist Assistant, and 4) Class Title: Student Assistant Plan (SAP) Prevention Assistant.

The first Tentative Agreement, Class Title: District Community Assistant incorporates a final job description for this new position.

The second Tentative Agreement, Class Title: Nutrition Services Systems Specialist incorporates a final job description for this new position.

The third Tentative Agreement, Class Title: Nutrition Specialist Assistant incorporates a final job description for this new position.

The fourth Tentative Agreement, Class Title: Student Assistant Plan (SAP) Prevention Assistant incorporates a final job description for this new position.

The negotiation process will not continue. These Tentative Agreements represent points of agreement reached on December 17, 2014.

This agenda item is intended to meet the public disclosure requirements of Assembly Bill 1200 (1991/1213) and Assembly Bill 2756 (2004/52). More specifically, AB 27/56 amended Government Code Section 3547.5 to provide in part that, “before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.”

The typical disclosure form is not being used for these TA’s since the financial impact of the TA’s are non-existent or minimal. See Fiscal Impact below.

A ratification vote by CSEA is pending.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve the four Tentative Agreements between Riverside Unified School District and California School Employees Association, Chapter 506 for employees represented by the California School Employees Association, Chapter 506.

ADDITIONAL MATERIAL: Four Tentative Agreements

Attached: Yes

**RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 506
TENTATIVE AGREEMENT
December 9, 2014**

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and subject to ratification by the California School Employees Association, Chapter 506 ("CSEA") the parties agree to the following job description:

RIVERSIDE UNIFIED SCHOOL DISTRICT

CLASS TITLE: DISTRICT COMMUNITY ASSISTANT – TITLE I (Range 11)

BASIC FUNCTION:

Under the direction of ~~the Academic English Learner and Student Support Department Director~~ or an assigned supervisor, assist with parent education support services; coordinate and supply relevant information and materials to parents and staff at Title I schools, provide information regarding school or District programs, procedures, activities, rules and regulations; provide translations or interpretation when requested.

REPRESENTATIVE DUTIES:

Serve as a liaison between the Title I school and school community to assist in fostering a climate of understanding and cooperation; provide routine information as appropriate. *E*

Travel to various locations to discuss and interpret categorical programs of the school and District. *E*

Attend District and County meetings as assigned; attend workshops, conferences and meetings as requested by staff or parents; provide presentations at parent meetings. *E*

Translate and interpret materials and school and District policies, programs, and activities for parents, school personnel, students and others as requested. *E*

Assist in working with community groups and parents to clarify school programs and policies and to involve community parent groups in developing ways to solve school community problems; participate in school activities. *E*

Perform a variety of responsible clerical duties to assist instructional services specialist, program managers, students and parents; assist with the smooth and efficient processing and flow of information and materials for assigned Title I sites and maintaining records. *E*

Provide classes to educate parents regarding responsibilities in assisting children with obtaining success in school; prepare related records. *E*

Provide oral and written translation on an individual basis as well as group settings. Reports are submitted to Director or assigned supervisor in a timely manner. *E*

Provide family members with available community resources and encourage them in the use of these services. Act as a liaison between the families and various agencies. *E*

Coordinate with private and public service agencies to establish and maintain an outreach process to assure access to resources.

Greet the public and answer phones, provide information and directions, take messages, or transfer to appropriate individuals as needed.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

Correct English and Spanish ~~another~~ **another identified secondary language** usage, vocabulary, grammar, spelling and punctuation.

Oral and written communication skills.

Record-keeping techniques.

Interpersonal skills using tact, patience and courtesy.

Community interests, concerns, and attitudes relative to educational programs of the District.

Modern office practices, procedures and presentation equipment.

ABILITY TO:

Understand and communicate with children and adults of different racial and cultural backgrounds.

Understand and carry out written and oral instructions.

Establish and maintain effective and cooperative working relationships with others.

Meet schedules and time lines.

Speak and interpret English and a designated second language.

Operate a variety of office and presentation equipment, including personal computer and various software applications, LCD projector, printer, fax machine, copier and scanner to prepare presentations and maintain files.

EDUCATION AND EXPERIENCE

Any combination equivalent to: graduation from high school and six months experience involving community activities.

LICENSES AND OTHER REQUIREMENTS

Valid California driver's license.

Incumbents are required to speak, read and write fluently in a second designated language

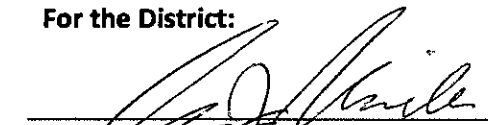
PHYSICAL ABILITIES

Hearing and speaking to exchange information in person or on the telephone.

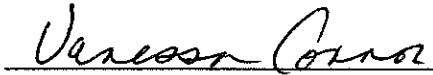
Sitting or standing for extended periods of time.

AGREED:


For the District:

 12-17-14


Susan J. Mills Date
Assistant Superintendent, Human Resources
Riverside Unified School District



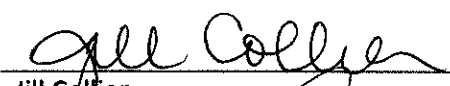
Vanessa Connor



Shani Dahl



Edrai Hernandez

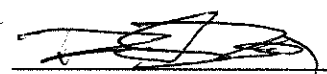


Jill Collier

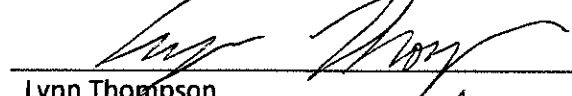


Orin Williams

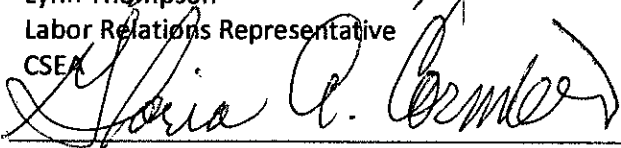
For CSEA:

 12/17/14

Daniel S. Rudd Date
President, CSEA Chapter 506
Riverside Unified School District



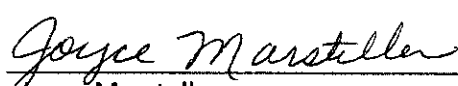
Lynn Thompson
Labor Relations Representative
CSEA



Gloria Cormier



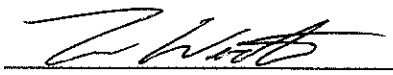
Laura Egan



Joyce Marsteller



Joseph Baglio



Tim Wooten

**RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 506
TENTATIVE AGREEMENT
December 9, 2014**

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and subject to ratification by the California School Employees Association, Chapter 506 ("CSEA") the parties agree to the following job description:

RIVERSIDE UNIFIED SCHOOL DISTRICT

CLASS TITLE: NUTRITION SERVICES SYSTEMS SPECIALIST (Range 30)

BASIC FUNCTION:

Under the direction of an assigned supervisor, performs a variety of duties related to the operation of the District automated nutrition service system; is responsible for Nutrition Services online resources and tools (website and social media) and supporting all Point-of-Sale (POS) computing systems, hardware and software, throughout the District cafeterias.

REPRESENTATIVE DUTIES:

Update, install, support, and maintain hardware and software **specific to Nutrition Services** ~~within the Nutrition Services Department~~ to ensure the workstation is operable when needed; ensure timely/reliable setup of equipment to ensure accuracy and reliability.

Manage, troubleshoot and maintain the District automated nutrition service system; which includes online meal applications, online payment website, and Nutrition Services website; assist and train nutrition service personnel on the proper operation of the system; provide personal growth classes for employees.

Monitor computer usage and connectivity within the Nutrition Services Department.

Communicate with staff on the telephone to troubleshoot software and hardware; drive a vehicle to conduct work.

Improve and update the publication and performance of all Nutrition Services websites. Plan site design by clarifying goals and designing functionality.

Maintain, convert and optimize published documents for online use. Generate and revise web pages. Create, update, and manage online forms, spreadsheets, documents, and work orders.

Responsible for developing content across owned and earned social channels. This could include blog posts, tweets, status updates, pins, photos and videos.

Creates, manages and grows business presence across social media channels, including, but not limited to blogs, Twitter, Facebook, Pinterest, LinkedIn, YouTube and Instagram.

~~Interface with Technology Services personnel to obtain data, solve firewall and network issues and ensure that any Technology Services issues concerning the Nutrition Services system and content are quickly resolved.~~

Review proposals for new systems or the enhancement, improvement and/or replacement of existing systems, as directed.

Verifies and maintains workstation and POS inventory records and responsible for logging all equipment into spreadsheet.

Oversees the warranty and return merchandise authorization processes for new equipment.

Monitors closely school sites and Nutrition Services main office recurring problems and makes recommendations to management. Inform management of potential problems before they occur and communicate possible solutions.

Manages services contracted with outside suppliers, such as estimating time and materials for major upgrades and repairs.

Analyze data issues on a variety of data systems, including student system, state reporting system, warehouse system, and application system. Use database management skills to import and export information as necessary following CALPADS and USDA regulations.

Train staff as necessary on any component of the Nutrition Service system and computer software and hardware. (PCS Revenue Systems- District Database and School POS systems, Rocket Scan-Application Validation, Horizon-One Source)

Install, test and evaluate third party software and hardware **specific to Nutrition Services**; diagnose problems and provide for updates; serve as Nutrition Services resource for training and evaluating software; represent Nutrition Services to software vendors.

Serve as the help desk for Nutrition Services technical problems. Serve as a help desk for parents and community searching for Nutrition Services information.

~~Solve all level one and level two technical computer problems remotely with as little on-site time as possible.~~

Monitor technology (hardware, software, and upgrades) closely. Make recommendations to management for upgrades and changes. (PCS Revenue Systems, Rocket Scan, Horizon)

~~Re-image computers (restores the computer by installing software purchased by the district including Windows 7 and XP, Microsoft Office, system updates, and anti-virus software), test~~

~~software and hardware, research drivers and other facets to ensure all hardware is working properly.~~

Work with Technology Services to create reports for district needs.

Perform maintenance on existing programs and procedures **specific to Nutrition Services.**

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Operation of a computer workstation and data entry techniques.

HTML, PHP, and CSS for website creation and updates.

Social media platforms, including, but not limited to Facebook, foursquare, Pinterest, Twitter, YouTube, Google+ and Path

~~Riverside Unified School District standard security, network, virus protection, operating systems, workstation and other related products.~~

Interpersonal skills using tact, patience and courtesy.

Graphic design experience using tools such as Adobe Creative Suite and Expression Studio.

Organizational skills in file management with a large variety of file types.

Inventory methods and practices

Telephone techniques and etiquette.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Personal computer workstation and server based peripherals.

Student information systems.

California state reporting standards and requirements.

ABILITY TO:

Perform with attention to detail and strong organizational and communication skills.

Diagnose and differentiate between hardware and software problems.

Manage and operate website and webpages.

Be proficient at resolving cross-browser compatibility issues.

Prioritize, set schedules, and meet timelines for assigned service requests.

Recover lost files, convert data across multiple file formats, and download updates such as drivers from the Internet.

Instruct users on ways to avoid their most common problems such as sharing files, routing output to shared peripherals, navigating the desktop, backing up their system, and managing their passwords.

Maintain current knowledge of program rules, regulations, requirements and restrictions.

Operate a variety of computer and peripheral equipment, including POS systems.

Work independently with little direction.

Learn new technologies and stay abreast of changes in the industry.

EDUCATION AND EXPERIENCE:

Associates Degree in Computer Science, 3 to 5 years related experience in hardware and software computing systems, or an equivalent combination of education and experience.

~~Requires a minimum of three (3) years experience in desktop and portable computing systems.~~

Experience in food service operation is preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment with travel between District sites.

Driving a vehicle to conduct work.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate a computer keyboard, mouse, and pointing devices.

Hearing and speaking to exchange information in person or on the telephone.

Sitting or standing for extended periods of time.

Seeing to monitor systems functions.

Reaching overhead, above the shoulders, and horizontally, bending at the waist, kneeling or crouching to service equipment.

Lifting and carrying moderately heavy equipment.

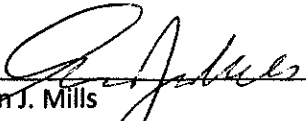
HAZARDS:

Exposure to electrical power supplies.


Extended viewing of computer monitor.

AGREED:

For the District:


Susan J. Mills
Assistant Superintendent, Human Resources
Riverside Unified School District

Date


Vanessa Connor



Shani Dahl


Edral Hernandez


Jill Collier

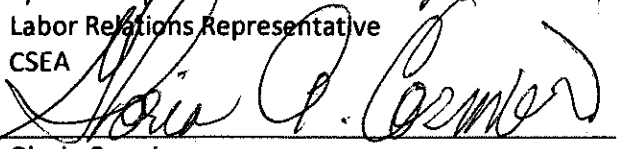

Orin Williams

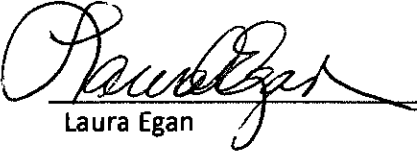
For CSEA:


Daniel S. Rudd
President, CSEA Chapter 506
Riverside Unified School District

Date

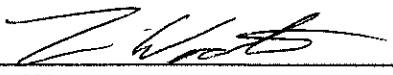

Lynn Thompson
Labor Relations Representative
CSEA


Gloria Cormier


Laura Egan


Joyce Marsteller


Joseph Baglio


Tim Wooten

**RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 506
TENTATIVE AGREEMENT
December 9, 2014**

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and subject to ratification by the California School Employees Association, Chapter 506 ("CSEA") the parties agree to the following job description:

RIVERSIDE UNIFIED SCHOOL DISTRICT

CLASS TITLE: NUTRITION ~~SPECIALIST~~ ASSISTANT (Range 8)

BASIC FUNCTION:

Under the direction of the Nutrition Specialist, assist in providing instruction to individuals or small groups of students with nutrition education activities and community events that promote healthy eating and physical activity for low-income families, the target population, SNAP (**Supplemental Nutrition Assistance Program**) recipients and other similar households.

REPRESENTATIVE DUTIES:

Assist in the delivery ~~Delivery~~ of general nutrition education to individuals or small groups of students in an assigned classroom or group setting.

Assist in preparing ~~Prepare~~ lessons as directed by the Nutrition Specialist.

Assist in staffing ~~Staffing~~ of health fairs and other community or promotional events where nutrition education messages are delivered.

~~Documentation of educational and other encounters.~~

Assist with writing project reports and preparations of quarterly reports as well as maintaining program reporting and tracking systems.

Perform routine clerical duties such as preparation of instructional and classroom materials; operate laminator, computer, fax or copier as assigned.

Provide support to the Nutrition Specialist by setting up work areas, displays and exhibits, taking attendance, operating audio-visual equipment, operating educational training equipment and distributing and collecting paper and supplies.

Assist in the direction of ~~Direct~~ group activities of students as assigned; assist in monitoring activities as assigned.

Confer with Nutrition Services staff concerning programs and materials to meet student needs as needed.

Participate in meetings and in-service training programs as assigned.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Dietary guidelines and sound nutrition principles
- Basic subjects taught in the District schools, including arithmetic, grammar, spelling, language and reading.
- Equipment as assigned by the position.
- Safe practices in classroom and outside activities.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Interpersonal skills using tact, patience and courtesy.
- Basic record-keeping techniques.

ABILITY TO:

- Assist Nutrition Specialist with assigned instructional activities.
- Assist with instruction and related activities in a classroom or assigned learning environment.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Perform routine clerical duties in support of assigned activities.
- Print and write legibly.
- Add, subtract, multiply and divide quickly and accurately.
- Understand and follow oral and written directions.
- Learn procedures, functions and limitations of assigned duties.
- Learn to apply and explain policies and procedures related to program activities.

EDUCATION AND EXPERIENCE:

- Minimum one year experience or education in Nutrition, Health Education or related field required.
- Nutrition focused public speaking preferred

LICENSES AND OTHER REQUIREMENTS:

- Valid California Driver's License
- Food Handler's Card or Serve Safe Certification

WORKING CONDITIONS:

ENVIRONMENT:


- Classroom and outdoor environment

PHYSICAL ABILITIES:

- Seeing to monitor student behavior during activities
- Hearing and speaking to exchange information related to classroom assignments
- Bending at the waist, kneeling or crouching to assist students
- Standing and walking for extended periods of time

AGREED:

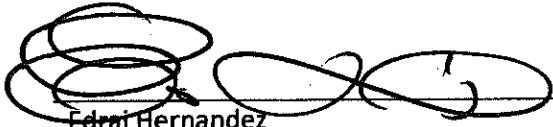
For the District:

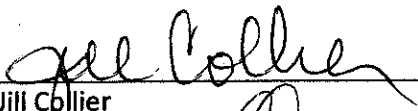

Susan J. Mills
Assistant Superintendent, Human Resources
Riverside Unified School District


12-17-14
Date


Vanessa Connor



Shani Dahl


Edral Hernandez

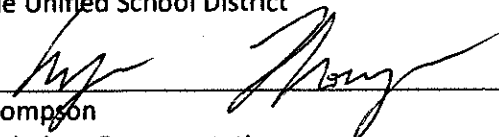

Jill Collier

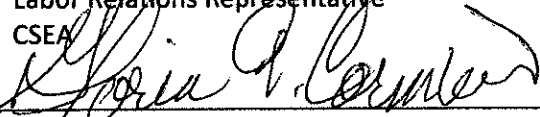

Orin Williams

For CSEA:



Daniel S. Rudd
President, CSEA Chapter 506
Riverside Unified School District

12/17/14
Date



Lynn Thompson
Labor Relations Representative
CSEA


Gloria Cormier


Laura Egan


Joyce Marsteller


Joseph Baglio


Tim Wooten

**RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 506
TENTATIVE AGREEMENT
December 9, 2014**

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and subject to ratification by the California School Employees Association, Chapter 506 ("CSEA") the parties agree to the following job description:

RIVERSIDE UNIFIED SCHOOL DISTRICT

**CLASS TITLE: STUDENT ASSISTANT PLAN (SAP) PREVENTION ASSISTANT
(Range 15)**

BASIC FUNCTION:

Under the direction of an assigned SAP School Psychologist, assist school site administration and staff in the supervision and instruction of students identified as having social-emotional and behavioral challenges in the educational setting.

DISTINGUISHING CHARACTERISTICS:

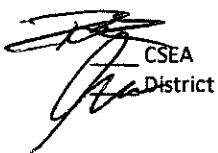
Implement social-emotional and behavioral strategies and intervention programs for identified students; attend student progress meetings; assist student(s) with and demonstrate proper procedures for referrals/exiting of students; progress monitoring, record-keeping techniques, communication, and maintain student program notebooks and attend student progress meetings for identified students.

REPRESENTATIVE DUTIES:

Implement social- emotional and behavioral strategies and intervention programs for identified students in the educational setting for the purpose of improving student outcomes due to social-emotional and behavioral challenges impacting their learning and maintaining an orderly educational environment including, but not limited to, during passing periods, at lunch, on the playground and on field trips. *E*

Work with student(s) individually and in groups, at various locations, assisting with specific social- emotional and behavioral strategies and interventions. *E*

Apply behavior management and behavior modification techniques for identified students with social-emotional and behavioral challenges. *E*


CSEA
District

~~Implement and teach staff how to~~ Support staff with implementing behavior modification contracts, and strategies, ~~and modification~~ focusing on academic, behavioral and social skills as directed by the supervising SAP School Psychologist, Site Administrator or other staff. *E*

Implement and assist in training staff in intervention programs, i.e., Positive Behavior Intervention and Support (PBIS) and individual and classroom positive behavior management and modification strategies and plans, alternatives means of correction/suspensions, and implementation of strategies to promote pro-social/emotional behavior for identified students.

Collect and record data and anecdotal notes for the purpose of preparing reports in accordance with program guidelines. *E*

~~Collect data and train/support staff on progress monitoring.~~

Confer with personnel and provide input regarding student progress. *E*

Facilitate social skills training programs for students under the supervising SAP School Psychologist, Site Administrator or other staff. *E*

~~Collect data and support staff on progress monitoring,~~ Maintain student logs/documentation for the purpose of maintaining records. *E*

Assist in open and ongoing communication with families and school district staff. *E*

Attend staff meetings, SST meetings, conferences, and student progress meetings for the purpose of sharing information and/or improving skills and knowledge. *E*

Attends community events/meetings, conferences/seminars, trainings as requested by the SAP School Psychologist etc. district/site administrator.

~~Present resources to students and families when requested on topics related to drug and violence prevention.~~

Maintain confidentiality of sensitive and privileged information in accordance with district, state and federal mandates and other specified legal requirements or policies. *E*

Demonstrate awareness and sensitivity toward students and their individual differences in terms of abilities, cultures and languages. *E*

Performs related duties as assigned.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

Behavioral principles and practices related to children

Record keeping and report preparation techniques

General purposes and goals of public education

Correct English usage, punctuation, spelling, grammar and math

Interpersonal skills using tact, patience and courtesy

First aid and CPR procedures

Health and safety regulations

ABILITY TO:

Learn and use behavioral strategies and interventions

Learn and use methodologies found to be successful for students with social emotional and behavioral/conduct challenges

Demonstrate ~~an~~ understanding, ~~and be~~ patience and a receptive attitude toward students, staff and families

Observe and manage behavior of students according to approved procedures

Intervene physically in confrontations to restrain students; handle stress, stressful situations and emergencies in a calm, confident and effective manner

Monitor and evaluate student progress, including the use of progress monitoring

Work independently with little direction

Prepare and maintain detailed case records and reports

~~To~~ Collaborate and consult with school staff and families

~~To~~ Gain trust, confidence and rapport of individual students, groups and school staff

Communicate effectively and proficiently in both oral and written form

Operate various office and instructional equipment, including a computer ~~or other devices~~ and assigned software

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Graduation from high school and three years experience in working with school-age children in an organized setting, possession of an Associates Degree or 48 semester units, or satisfactory completion of a proficiency examination.

LICENSE & OTHER REQUIREMENTS:

Requires use of personal automobile, and the possession of a valid California Class Driver's License and proof of current and appropriate auto insurance coverage

Valid First Aid and CPR (Cardiopulmonary Resuscitation) Certificate required.

TRAINING:

Forty (40) hours of training must be successfully completed within the first 6 months of employment.

Become Pro-Act certified, through the District, within 3 months of employment. Maintain certification.

WORKING CONDITIONS:

ENVIRONMENT

This is an itinerant position. ~~The incumbent and you~~ may be asked to alter ~~your~~ **their** scheduled location at any given time.

Indoor offices and classrooms.

Various outdoor locations.

Driving to District facilities and school sites.

PHYSICAL ABILITIES:

CSEA
District

**Board Meeting Agenda
May 4, 2015**

Topic: Notice of Completion – Purchase Order C6003425 – Bid 2014/15-04 UCCAP – Upgrade Portable Classroom Lighting Reflector Retrofit at Education Options Center, John W. North High School, and Highgrove Elementary School

Presented by: Orin Williams, Director, Maintenance and Operations

Responsible Cabinet Member: Kirk Lewis, Ed.D, Assistant Superintendent, Operations

Type of Item: Consent

Short Description: A Notice of Completion is recommended for the Upgrade Portable Classroom Lighting Reflector Retrofit project.

DESCRIPTION OF AGENDA ITEM:

On October 14, 2014, a Notice to Proceed was issued for Bid No. 2014/15-04 UCCAP – Upgrade Portable Classroom Lighting Reflector Retrofit at the Education Options Center, John W. North High School, and Highgrove Elementary School. Purchase Order C6003425 was issued to Express Energy Services, Inc. in the amount of \$51,212.86.

The scope of work for this Proposition 39 project was to perform and complete all work required in connection with the retrofitting of portable classroom lighting fixtures at the Education Options Center, John W. North High School, and Highgrove Elementary School.

District staff and inspector of record have reviewed the project, deemed the project complete, and a Notice of Completion is now being requested.

Funding for this project is one hundred percent (100%) from Proposition 39.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve that a Notice of Completion be filed for Express Energy Services, Inc. – Purchase Order C6003425, for a total of \$51,212.86.

ADDITIONAL MATERIAL: Invoice for one hundred percent (100%) completion of work.

Attached: Yes

Express Energy Services, Inc

PURCHASE DEPT.

15 FEB 11 AM 10:51

Express Energy Services, Inc
 11278 Los Alamitos Blvd #140
 Los Alamitos, CA 90720

(714)650-8870
 srivers06@gmail.com

Invoice

Date	Invoice No.
11/24/2014	2604
Terms	Due Date
Net 30	12/24/2014

Bill To

Riverside Unified School District
 Accounts Payable PO Box 2800
 Riverside, CA 92516
 Contract #: C-6003425

Amount Due	Enclosed
\$51,212.86	

✂ Please detach top portion and return with your payment ✂

Activity	Quantity	Rate	P.O. Number
			Amount
<ul style="list-style-type: none"> • BID NO. 2014/15-04 Upgrade the lighting for 104 portable classrooms. Break down of portable classrooms as follows: 47 at EOC, 31 at North HS, and 26 at Highgrove ES. • 1,248 FSC Reflector kits • 104 Wattstopper power packs • 104 Occupancy sensors 	1	51,212.86	2014/15-04 51,212.86
		Total	\$51,212.86

REGGIE ROYSTER
[Signature]
 2-9-14

Received
 M & O Admin
 DEC 23 2014

100% complete

RECEIVED JAN 05 2015

Contract #: C-6003425

**Board Meeting Agenda
May 4, 2015**

Topic: Resolution No. 2014/15-46 – Resolution of the Board of Education of Riverside Unified School District Amending the Facilities Improvement Plan With Respect to Martin Luther King High School – LED Lighting Retrofits in the Gymnasium and Theater, and HVAC Replacement in the Gymnasium

Presented by: Kirk Lewis, Ed.D, Assistant Superintendent, Operations

Responsible

Cabinet Member: Kirk Lewis, Ed.D, Assistant Superintendent, Operations

Type of Item: Consent

Short Description: Staff recommends the adoption of Resolution No. 2014/15-46, amending the Facilities Improvement Plan for all school sites with respect to Martin Luther King High School – LED Lighting Retrofits in the Gymnasium and Theater, and HVAC Replacement in the Gymnasium as an eligible project for Measure B funding.

DESCRIPTION OF AGENDA ITEM:

At the May 7, 2001 Board of Education Meeting, the Board of Education adopted Resolution No. 2000/01-46 which ordered an election and submitted to the voters of the District the question of whether the District should incur bonded indebtedness and issue general obligation bonds for the purpose of constructing, reconstructing, rehabilitating, and replacing school facilities. The Board certified that it had evaluated facility needs by developing a list of specific school facilities projects to be funded with proceeds from the sale of the bonds which was passed by the voters of Riverside in a general election on November 6, 2001.

It has since been determined that the needs of the student populations at Martin Luther King High School will be better served by LED lighting retrofits in the gymnasium and theater, and HVAC replacement in the gymnasium. District staff has been advised by counsel that the Board of Education has the authority to amend (positively) to the originally adopted Facilities Improvement Plan. Staff has determined that LED lighting retrofits in the gymnasium and theater, and HVAC replacement in the gymnasium at Martin Luther King High School will not result in any other project which is listed in the Facilities Improvement Plan being eliminated.

FISCAL IMPACT: Measure B Funds.

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. No. 2014/15-46.

ADDITIONAL MATERIAL: Resolution No. 2014/15-46.

Attached: Yes

RESOLUTION NO. 2014/15-46

RESOLUTION OF THE BOARD OF EDUCATION OF RIVERSIDE UNIFIED SCHOOL DISTRICT AMENDING THE FACILITIES IMPROVEMENT PLAN WITH RESPECT TO MARTIN LUTHER KING HIGH SCHOOL – LED LIGHTING RETROFITS IN THE GYMNASIUM AND THEATER, AND HVAC REPLACEMENT IN THE GYMNASIUM

WHEREAS, on May 7, 2001, the Board of Education (the “Board of Education”) of Riverside Unified School District (the “District”) adopted Resolution No. 2000/01-46 which ordered an election and submitted to the voters of the District the question of whether the District should incur bonded indebtedness and issue general obligation bonds of the District in an aggregate principal amount not to exceed \$175,000,000 for the purpose of constructing, reconstructing, rehabilitating and replacing school facilities, including the furnishing and equipping of school facilities, and the acquisition or leasing of real property for school facilities, as authorized by paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, and paying costs incidental thereto; and

WHEREAS, by Section 6 of Resolution No. 2000/01-46, the Board of Education certified that it had evaluated safety, class size reduction, and information technology needs in developing a list of specific school facilities projects to be funded with the proceeds from the sale of the bonds which is entitled “Riverside Unified School District Facilities Improvement Plan” and is dated May 2001 (the “Facilities Improvement Plan”), and determined that the Facilities Improvement Plan, in the form attached as Exhibit “C” to Resolution No. 2000/01-46, was approved and adopted as the list of specific school facilities projects to be funded with the proceeds of the sale of the bonds; and

WHEREAS, at the November 6, 2001 general election, the voters of the District approved a ballot measure which authorized the District to issue not to exceed \$175,000,000 of general obligation bonds to renovate, rehabilitate and construct school facilities; and

WHEREAS, all school facilities are identified in the Facilities Improvement Plan to be funded with the proceeds of the sale of the bonds, which are to be rehabilitated; and

WHEREAS, the Board of Education has determined that the needs of the student population at Martin Luther King High School will be better served by LED lighting retrofits in the gymnasium and theater, and HVAC replacement in the gymnasium, and that the Facilities Improvement Plan should be amended to provide for said improvements; and

WHEREAS, the Board of Education has determined that amending the Facilities Improvement Plan to include the LED lighting retrofits in the gymnasium and theater, and HVAC replacement in the gymnasium at Martin Luther King High School will not result in any other project which is listed therein being eliminated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF RIVERSIDE UNIFIED SCHOOL DISTRICT that the Facilities Improvement Plan shall be and

is hereby amended to include the LED lighting retrofits in the gymnasium and theater, and HVAC replacement in the gymnasium at Martin Luther King High School to the list of eligible Measure B funded projects.

PASSED AND ADOPTED by the Board of Education of Riverside Unified School District at its regular meeting held on the 4th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Clerk of the Board of Education
of Riverside Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, BRENT LEE, Clerk of Education of Riverside Unified School District, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 2014/15-46 of the Board of Education and that the same has not been amended or repealed.

DATED: May 4, 2015

Clerk of the Board of Education
of Riverside Unified School District



Riverside Unified School District

3380 14th Street • Riverside, CA • 92501

Board Meeting Agenda May 4, 2015

Topic: Out-of-Country Field Trip – Riverside STEM Academy / Martin Luther King High School

Presented by: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12
John Robertson, Instructional Services Specialist, Curriculum and Instruction

Responsible Cabinet Member: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12

Type of Item: Consent

Short Description: Tohoku University of Sendai, Japan, a sister city of Riverside, is providing an opportunity for four RUSD students and two teachers to attend a recruitment event for three English language STEM programs they offer to international students.

DESCRIPTION OF AGENDA ITEM:

Students and teachers from Riverside STEM Academy and Martin Luther King High School will be invited to attend a recruitment event at Tohoku University in Sendai Japan, Riverside's sister city. The university will provide students an opportunity to learn about their Future Global Leadership Program, a selection of English language courses in Advanced Molecular Chemistry, Applied Marine Biology, and International Mechanical and Aerospace Engineering. The group selected by the university comes from around the world and numbers only 24 students. Our group of students will be the first ever to attend from North America.

FISCAL IMPACT: None

RECOMMENDATION: Pre approval is requested for the Tohoku University visitors multiple-day field trip to Sendai, Japan.

ADDITIONAL MATERIAL: Suggested Itinerary and Information

Attached: Yes

Consent Agenda — Page 1



A SPECIAL INVITATION TO ATTEND TOHOKU UNIVERSITY'S

FUTURE GLOBAL LEADERSHIP PROGRAM SUMMER SCHOOL

AUGUST 2–7, 2015

WHAT? This is a special opportunity for RSA and King high school students & teachers to visit Riverside's sister city, Sendai, to learn about STEM education opportunities at Tohoku University, a leading institution in Asia, with some expenses paid.

Tohoku University's **Future Global Leadership Program (FGL)** is inviting one teacher and two students each from RSA and King high schools to Sendai, Japan. This is a special invitation to join FGL's three-day Summer School that will introduce them to the university and its three undergraduate degree programs that are taught entirely in English: [Advanced Molecular Chemistry](#), [Applied Marine Biology](#), and [International Mechanical and Aerospace Engineering](#).

RUSD will be among only 24 students and teachers invited from around the world and FIRST FROM THE UNITED STATES ever invited to participate in this program.

WHEN? This summer! The dates for the FGL Summer School, including travel, are August 2-7, 2015. (The trip may be extended for a short time on either end for sightseeing.)

WHO? Students applying for this summer visit should be (1) committed to and academically prepared for a STEM major in college, (2) genuinely interested in a study abroad opportunity, specifically in Japan, and (3) prepared to be engaged ambassadors for their school, community, and country.

WHY? Tohoku University is actively recruiting promising high school students from abroad to join their all-English undergraduate degree programs. Tohoku University is a top 30 university in the world, with particular strengths in STEM. (You can think of it as the Caltech of Japan.) This amazing college opportunity is totally within reach: tuition and living expenses at Tohoku total only about \$5,000/year, and financial aid packages are available for qualified students.

HOW: Tohoku University will pay hotel costs and some meals for all students and teachers during their stay in Sendai, and they will pay airfare for the teacher. (Student airfare, some meals, and any accommodation outside the dates of the Tohoku program will **NOT** be covered.)

— A minimum of \$2,000 per student and \$200 per teacher must come from fundraising. —



Future Global Leadership Program: International high school students and teachers pose for a group photo during the 2014 FGL Summer School. Invited schools from past Summer School sessions include Budhanilkantha School from Nepal, Assumption College from Thailand, Hanoi-Amsterdam High School for the Gifted from Vietnam, Raffles Institution from Singapore, and Sinarmas World Academy (IB) from Indonesia.



FUTURE GLOBAL LEADERSHIP PROGRAM SUMMER SCHOOL TENTATIVE TRAVEL & PROGRAM ITINERARY

August 2–7, 2015

NOTE: *Sightseeing days in Tokyo, Sendai, and Kyoto may be added at travelers' expense.*

8/2 (Sunday) — Travel

- Depart Riverside ~6:30 a.m.
- Depart LAX ~11:45 a.m.

8/3 (Monday) — Travel

- Arrive at Tokyo Narita Airport ~3 p.m.
- Depart Airport for Sendai by train ~ 5 p.m.
- Arrive at hotel in Sendai ~ 8:30 p.m.

Library Hotel Higashi-Nibancho

<http://www.libraryhotel.jp/higashinibancho/>

All rooms are single-occupancy.

8/4 (Tuesday) — FGL Summer School DAY 1

- Admission and Information, FGL Program
- Japanese Cultural Experience
- Hands-On STEM Project
- Welcome Party

8/5 (Wednesday) — FGL Summer School DAY 2

- Campus & Lab Tour
 - Advanced Molecular Chemistry
 - Applied Marine Biology

8/6 (Thursday) — FGL Summer School DAY 3

- Campus & Lab Tour
 - International Mechanical and Aerospace Engineering
- Dormitory Tour
- Farewell Party

8/7 (Friday) — Sendai Tour & Travel

- Tour of Sendai City ~8 a.m.
- Depart Sendai for Narita Airport ~12 p.m.
- Depart Narita Airport for LAX ~ 7:15 p.m.
- Arrive LAX ~1:30 p.m.



Lab Tour: FGL Summer School 2014



Hands-on Learning: FGL science class.

WHY CONSIDER STUDYING AT TOHOKU UNIVERSITY?

— QUALITY ACADEMICS —

U.S. News and World Report ranks Tohoku University 75th among global universities, and Reuters ranks it in the world's top 30 in terms of research citations.

— LOW COST —

Tuition plus living expenses is only \$5,000 per year, with financial aid packages available to international students.

— GLOBAL LEADERSHIP —

Excellent academics combined with horizon-expanding cultural experiences make Tohoku an excellent choice for students seeking to assume international leadership roles during their academic careers and beyond.

**Board Meeting Agenda
May 4, 2015**

Topic: Approval of Head Start Progress Report for March 2015

Presented by: Gloria Cowder, Director, Program Development and Extended Learning
Joseph Nieto, Coordinator, Early Childhood and Family Education

Responsible
Cabinet Member: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12

Type of Item: Consent

Short Description: Required monthly update regarding Head Start activities and budget.

DESCRIPTION OF AGENDA ITEM:

Head Start programs are required to provide the governing body with monthly financial summaries, program information summaries, program enrollment reports and reports of meals provided through U.S. Department of Agriculture (USDA) programs as per Federal Regulations 642(d)(2)(A-I). The Head Start Progress Report must be approved by the Board of Education.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve the Head Start Progress Report for March 2015.

ADDITIONAL MATERIALS: Head Start Progress Report – March 2015

Attached: Yes

Head Start Progress Report - MARCH 2015
Policy Committee and Board of Education
Riverside Unified School District

Head Start Enrollment

Funded	176	Actual	176	100%
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Head Start Program Information Report (PIR) Summaries

RUSD Enrollment Totals	%	HS Performance Indicators	RUSD	HS
Foster Children	3%	Disabilities	8.5%	10%
Over Income	4%	Immunizations	97%	95%
Below 100% Pov Line	65%	Health Screenings	95%	95%
Public Assistance	30%	Daily Attendance	91%	85%

Head Start Site Parent Committee Meetings

Site	Topic	Attendance
Fremont	Mental Health	6
Jackson	Developmental Milestones	6
Jefferson	Home Safety	7
Highgrove	Mental Health	7
Longfellow	School Readiness	10
Madison	Mental Health	11

Program Activity Summaries

Children with IEPs	Referrals Pending	Parent Conferences	Wellness Referrals	Home Visits
15	3	176	20	352

March Absences

Site	AM	PM
Fremont	16	
Highgrove	29	23
Jefferson	19	23
Longfellow	20	24
Madison	17	36
Jackson	22	17

Staff Development

Date	Training Content
3/16/15	California Preschool Instructional Network – Social Skills

Head Start USDA Meals (March 2015)

Type	Ordered/Served	USDA Reimbursement	Program Charges
Breakfast	1,536/1,290	\$2,038	
Lunch	2,816/2,570	\$7,530	
Total		\$9,568	\$246

Snacks are provided to HS/PM classes only (5).

Head Start In-Kind Report

Non Federal	March 2015	YTD	Balance
\$279,707	\$41,875	\$212,696	\$67,011

March 2015 Budget Update

Category	Approved Budget	Monthly Expenses	YTD Expenses	Balance
Personnel	\$712,313	\$64,159	\$445,562	\$266,750
Benefits	\$304,997	\$21,363	\$153,158	\$151,838
Supplies	\$49,356	\$1,109	\$19,557	\$29,799
Contracts	\$5,320	\$0.00	\$1,452	\$3,868
Other	\$6,396	\$48	\$4,964	\$1,432
T&TA	\$5,592	\$0.00	\$3,426	\$2,166
Indirect	\$40,444	\$0.00	\$0.00	\$40,444
Total	\$1,118,826	\$86,710	\$625,201	\$493,624

12% Administrative Cost



**Board Meeting Agenda
May 4, 2015**

Topic: Certificated Personnel Assignment Order – CE 14/15-14 and
Classified/Non-Classified Personnel Assignment Order CL 14/15-14

Presented by: Kyley Ybarra, Director, Certificated Personnel–Leadership and Development
Vanessa Connor, Director, Classified Personnel–Leadership and Development

Responsible
Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel–Leadership
and Development

Type of Item: Consent

Short Description: The latest District’s management, certificated and classified personnel
actions are presented to the Board of Education for approval.

DESCRIPTION OF AGENDA ITEM:

Board approval is requested of the District’s latest management, certificated and classified
personnel actions, which include the following:

Change in Status from Substitute Employee to Regular Employee, Change of Employment
Status, Deceased, Exhaustion of Sick Leave-39 Month Reemployment, Leaves, Leaves-
Managers/Supervisors, New Hires, New Hires–Probationary 1, Non-Reelection of Probationary
1 Employees (E.C. §44929.21), Non-Reemployment of Employees on a Temporary Contract
(E.C. §44909 and §44920), Promotions, Rehires, Rehires-Temporary Employee (E.C. §44920),
Resignations, Retirements, Retirements–Managers/Supervisors, School Nutrition Association
(SNA) Certification Expiration, Substitutes, Temporarily Assigned to a Higher Classification,
Terminations, Voluntary Demotions/Reassignments/Reductions/Transfers, and Voluntary
Transfers.

FISCAL IMPACT: To be determined

RECOMMENDATION: It is recommended that the Board of Education approve the District’s
latest personnel actions for both certificated and classified.

ADDITIONAL MATERIAL: Certificated Personnel Assignment Order – CE 14/15-14 and
Classified/Non-Classified Personnel Assignment Order CL 14/15-14

Attached: Yes

CERTIFICATED PERSONNEL ASSIGNMENT ORDER #CE 14/15-14

May 4, 2015

CERTIFICATED PERSONNEL

Change of Employment Status

Chemawa Middle School Carbajal, Samantha	From: Teacher, Temporary §44920	To: Teacher, Probationary 1	08/18/14
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Exhaustion of Sick Leave – 39 Month Reemployment

Louisa May Alcott Elementary School Landgraf, Shana	Teacher	04/13/15 – 07/12/18
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Leaves

Educational Option Center (Personal Unpaid Leave) Tibbels, Katrina	Teacher	07/01/15 – 06/30/16
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Emerson Elementary School (Personal Unpaid Leave – Extension) Hammond, Kristina	Teacher	07/01/15 – 06/30/16
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Hawthorne Elementary School (Family Medical Leave Act Leave) Hara, James	Teacher	03/20/15 – 04/10/15
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Andrew Jackson Elementary School (Personal Unpaid Leave – Extension) Hines, Carol	Teacher	07/01/15 – 06/30/16
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Leaves - Continued

Martin Luther King High School (Family Medical Leave Act Leave) Mihalyi, Regina	Teacher	05/20/15 – 06/11/15
(Personal Unpaid Leave – Extension) Rosa, Kevin	Teacher	07/01/15 – 06/30/16
Madison Elementary School (California Family Rights Act Leave) Dewar, Gina	Teacher	04/27/15 06/11/15
Frank Augustus Miller Middle School (Personal Unpaid Leave) Lynch, Heather	Teacher	07/01/15 – 06/30/16
Riverside Polytechnic High School (Personal Unpaid Leave – Extension) Bailey III, William	Teacher	07/01/15 – 06/30/16
Project TEAM – Vision Services (Family Medical Leave Act Leave) Chin, Donna	Teacher	06/08/15 06/11/15
Psychological Services Department (Personal Unpaid Leave – Extension) Trottman, Joyce	School Psychologist	07/01/15 – 06/30/16
School Site (Paid Administrative Leave) 14/15-097200	Teacher	04/07/15 – undetermined
(Paid Administrative Leave) 14/15-043587	Teacher	03/23/15 – 03/29/15

Leaves – Continued

(Paid Administrative Leave) 14/15-004778	Teacher	03/27/15 – undetermined
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Riverside STEM Academy (Personal Unpaid Leave) Anderson, Jadelaura	School Counselor	07/01/15 – 06/30/16
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New Hires – Probationary 1

Mark Twain Elementary School Haygarth, Kellie	Teacher	04/13/15
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Non-Reelection of Probationary 1 Employees (E.C. §44929.21)

School Sites 14/15-258394	TOSA-Hearts	06/12/15
14/15-215263	Teacher	06/12/15
14/15-231330	Teacher	06/12/15
14/15-097200	Teacher	06/12/15

Non-Reemployment of Employees on a Temporary Contract (E.C. §44909)

School Sites 14/15-192230	Teacher	03/13/15
14/15-004777	Teacher	11/21/14

Non-Reemployment of Employees on a Temporary Contract (E.C. §44920)

School Sites 14/15-045853	Teacher	03/01/15
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Rehires – Temporary Employee (E.C. §44920)

Special Education Department Chapman, Barbara	Teacher	04/15/15
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Resignations

Patricia Beatty Elementary School McCravey-Cooper, Stephanie	Teacher	06/12/15
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Chemawa Middle School Santangelo, Erin	Teacher	06/12/15
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Fremont Elementary School Zeiger, Kevin	Teacher	06/12/15
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Monroe Elementary School Armstrong, Shirleen	TOSA-Hearts	06/12/15
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Ramona High School Cauthen, Tracy	Teacher	03/05/15
Sanchez, Melina	Teacher	06/12/15
Scott, Alfrieda	Teacher	06/12/15

University Heights Middle School Wentworth, Tamara	Teacher	06/12/15
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Substitutes

Aringer, Mikael	Substitute Teacher	03/20/15
*Baylis, Dennis	Substitute Teacher	03/30/15
*Boykin, Briana	Substitute Teacher	03/19/15

Substitutes - Continued

Coopriider, Kristin	Substitute Teacher	04/09/15
Dean Arellano, Erica	Substitute Teacher	04/09/15
Denison, Christine	Substitute Teacher	03/26/15
Edwards, Daniel	Substitute Teacher	04/09/15
Fabricatore, Joshua	Substitute Teacher	03/20/15
Fodda, Anji	Substitute Teacher	03/23/15
Godinez, Janet	Substitute Teacher	03/19/15
Goodrick, Randi	Substitute Teacher	03/26/15
Gutierrez, Heidy	Substitute Teacher	03/20/15
Henry, Susan	Substitute Teacher	04/08/15
Hernandez, Estefania	Substitute Teacher	03/30/15
*Hiraoka, Leanna	Substitute Teacher	03/19/15
Koozin, Heather	Substitute Teacher	04/08/15
Martin, Andrea	Substitute Teacher	03/27/15
McCormick, Chelsea	Substitute Teacher	03/26/15
McKean, Brittany	Substitute Teacher	03/20/15
Morales Moreno, Brisena	Substitute Teacher	03/19/15
Muhleman, Frederick	Substitute Teacher	04/08/15
Presley III, Marion	Substitute Teacher	03/26/15
Rowe, Maureen	Substitute Teacher	03/27/15
Sanchez, Marciana	Substitute Teacher	03/23/15
Schippell, Jessica	Substitute Teacher	04/13/15
Spiker, Kelly	Substitute Teacher	04/13/15
*Williams, Cory	Substitute Teacher	03/30/15

**Pursuant to Board Policy #4112.81*

Voluntary Transfers

Johnson, Brandee	From: Mark Twain Elementary School	To: Special Education Department	04/13/15
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CLASSIFIED/NON-CLASSIFIED PERSONNEL ASSIGNMENT ORDER #CL 14/15-14
May 4, 2015

CLASSIFIED PERSONNEL

Change in Status from Substitute Employee to Regular Employee

Abraham Lincoln High
School

Martinez Godinez, Maria P.	Instructional Assistant – Infant Care	10 months, 3.75 hours	03/23/15
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Henry W. Longfellow
Elementary School

Bradshaw, Marion M.	Assistant Principal's Secretary	10 months, 8 hours	04/09/15
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Maintenance &
Operations

Jensen, Marc B.	Custodian	12 months, 8 hours	04/10/15
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Vallejo, Daniel J.	Grounds Maintenance Worker	12 months, 8 hours	03/23/15
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Ramona High School

Armenta, Carlos U.	Custodian	12 months, 8 hours	03/24/15
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Tomás Rivera Elementary
School

Delaney, Jasmine R.	Instructional Assistant – Special Education II	10 months, 6 hours	04/13/15
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Special Education

Diaz, Ashley M.	Instructional Assistant – Special Education II	10 months, 6 hours	04/15/15
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Martinez, Rosangela	Instructional Assistant – Special Education II	10 months, 6 hours	04/13/15
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George Washington
Elementary School

Morales, Karina	Instructional Assistant – Special Education I	10 months, 6 hours	04/13/15
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Deceased

Maintenance &
Operations

Ortega, Michael A.	Special Maintenance Worker I	21 years, 10 months of service	03/22/15
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Exhaustion of Sick Leave – 39 Month Reemployment

Martin Luther King High
School

Reynoso, Gloria A.	Custodian	9 years of service	03/25/15
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John W. North High
School

Cervantes, Maria E.	Cafeteria Worker I	21 years of service	03/28/15
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Nutrition Services

Yoguez, Teresa	Food Production Worker	9 years, 8 months of service	04/01/15
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Ramona High School

Cardenas, Alicia	Cafeteria Worker I	9 years, 8 months of service	05/01/15
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Leaves

Special Education

Hernandez, Jennifer K.	Speech, Language Pathology Assistant	Parenthood Leave	04/27/15 – 06/11/15
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Technology Services

Fuentes, Somer A.	Data Quality Technician – Technology Services	Personal Leave	05/18/15 – 05/29/15
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Leaves – Managers/Supervisors

14/15-094839		Paid Administrative Leave	03/10/15 – 03/25/15 <i>Amendment to 4/13/15 Board</i>
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New Hires

Highland Elementary School

Malika, Madeline W. R.	Instructional Assistant – Preschool	10 months, 3 hours	03/16/15
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Andrew Jackson Elementary School

Luna, Maria	School Office Assistant	10 months, 3 hours	04/09/15
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Maintenance & Operations

Barles, Steven D.	Automotive Mechanic I	12 months, 8 hours	04/13/15
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Corpuz, Michael B.	Electrical & Building Automation Controls Technician	12 months, 8 hours	03/30/15
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Latham, Todd R.	Electrical & Building Automation Controls Technician	12 months, 8 hours	03/23/15
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Walker, Eric W.	Electrical & Building Automation Controls Technician	12 months, 8 hours	04/13/15
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Mountain View Elementary School

Oblea, Karina G.	Instructional Assistant – Preschool	10 months, 3 hours	04/08/15
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Riverside Polytechnic High School

Reyes, Gabriela	Instructional Assistant – Special Education I	10 months, 5 hours	03/23/15
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Promotions

Barela, Frances M.	From: Fremont Elementary School, Instructional Assistant – Special Education I, 10 months, 5 hours	To: Frank Augustus Miller Middle School, Instructional Assistant – Special Education II, 10 months, 6 hours	03/25/15
Herrera, Daniel	From: Maintenance & Operations, Custodian, 12 months, 8 hours	To: Maintenance & Operations, Lead Custodian, 12 months, 8 hours	04/07/15
Hughes, Deborah A.	From: Arlington High School, School Office Assistant, 10 months, 8 hours	To: Chemawa Middle School, Registrar I, 10 months, 8 hours	03/23/15
Mendez, Ana L.	From: Maintenance & Operations, Custodian, 12 months, 8 hours	To: Maintenance & Operations, Lead Custodian, 12 months, 8 hours	04/07/15
Taylor, Michelle M.	From: Monroe Elementary School, Health Assistant, 10 months, 6 hours	To: Chemawa Middle School, Assistant Principal’s Secretary, 10 months, 8 hours	04/06/15

Rehires

Program Development & Extended Learning Alcocer, Rayza	Community Assistant – Bilingual	10 months, 6 hours	03/25/15
Mark Twain Elementary School Martin, Ozie F.	Custodian	12 months, 4 hours	03/25/15

Resignations

Arlington High School Hall, Fayres E.	Instructional Assistant – Special Education II	8 years, 5 months of service	04/11/15
Serrato, Juana A.	Cafeteria Worker I	2 months of service	01/31/15
Abraham Lincoln High School DeForest-Williams, Courtney A.	Alternative Ed Library/Media Assistant	3 months of service	03/28/15
Maintenance & Operations Sanchez, Joaquin	Aquatic Facility Operator	1 year, 8 months of service	04/11/15

Retirements

Riverside Polytechnic High School Hynes, Charlotte A.	Cafeteria Worker IV	22 years, 1 month of service	06/11/15
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Retirements – Managers/Supervisors

Maintenance & Operations Trujillo, Sergio R.	Electronics Shop Supervisor	34 years, 6 months of service	07/01/15 <i>Amendment to 4/13/15 Board</i>
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School Nutrition Association (SNA) Certification Expiration

John F. Kennedy Elementary School Herrera, Christina	Cafeteria Worker II	From: Range 7-5 To: Range 6-5	04/01/15
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Temporarily Assigned to a Higher Classification

Louisa May Alcott Elementary School Mares, Victoria	From: Cafeteria Worker II	To: Central Middle School, Cafeteria Worker III	04/07/15 – 04/17/15
Central Middle School Pena, Anna M.	From: Cafeteria Worker I	To: Louisa May Alcott Elementary School, Cafeteria Worker II	04/07/15 – 04/17/15
Maintenance & Operations Adame, Alexander C.	From: Custodian	To: Lead Custodian	03/05/15 – 03/16/15 6 Days <i>Amendment to 4/13/15 Board</i>
Cortez, Francisco	From Custodian	To Lead Custodian	03/04/15 – 03/20/15 7 Days
Macedo, Lilia	From: Custodian	To: Lead Custodian	03/01/15 – 04/06/15 <i>Amendment to 4/13/15 Board</i>
Martinez, Roberto C.	From: Custodian	To: Lead Custodian	03/01/15 – 04/06/15 <i>Amendment to 4/13/15 Board</i>
Mendoza, David	From: Lead Grounds Maintenance Worker II	To: Grounds Maintenance Supervisor	04/01/15 – 04/30/15
Publications/Stockroom Castanon II, Thomas G.	From: Stockroom/ Mailroom/Delivery Driver	To: Lead Mailroom Clerk	03/02/15 – 03/27/15 13 Days
Schulte, Donna C.	From: Digital Copy System Operator I	To: Digital Copy System Operator II	11/04/14 – Undetermined

Terminations

14/15-257698

03/28/15

Voluntary Demotions/Reassignments/Reductions/Transfers

Guy, Trena T.

From: Tomás Rivera
Elementary School,
Cafeteria Worker I,
10 months, 3 hours

To: John F. Kennedy
Elementary School,
Cafeteria Worker I,
10 months, 3 hours

03/25/15

NON-CLASSIFIED PERSONNEL

New Hires

Bagsby, Nadail	Workability Student	04/07/15
Bailey, Josiah	Workability Student	03/27/15
Barrientos Gonzalez, Giovana	Substitute Instructional Assistant	03/27/15
Bond, Jacob	Workability Student	03/27/15
Briones, Christina	Sub Cafeteria Worker I	04/08/15
Chacon, Sharline	Workability Student	04/07/15
Chan, Boilan	Workability Student	03/27/15
Cheng, Julia C.R.	Sub Cafeteria Worker I	03/24/15
Crozier, Julie A.	Sub Cafeteria Worker I	03/24/15
Cueva Bravo, Clara	Substitute Evaluator	04/07/15
Dalke, Jacob	Workability Student	04/07/15
Diaz, Robert	Workability Student	03/27/15
Dickson, Mykell	Sub Cafeteria Worker I	03/24/15
Dorado, Camille D.	Sub Cafeteria Worker I	03/24/15
Douglass, Marcelino	Workability Student	03/27/15
Escobar-Martinez, Maria F.	Sub Cafeteria Worker I	03/24/15
French, Daryl	Workability Student	03/27/15
Gamez Corea, Ingrid	Workability Student	04/07/15
Garcia, Cesar	Substitute Stockroom Driver	03/27/15
Gossman, Christopher	Workability Student	03/27/15
Hill, Shonna	Noon Playground Supervisor	03/27/15
Ibarra, Alejandro	Substitute Stockroom Driver	03/27/15
Istras, Madonna M.	Sub Cafeteria Worker I	03/24/15
Lee, Timothy	Workability Student	03/27/15
Logan, Stephanie	Substitute Instructional Assistant	03/27/15
Lopez, Yolanda	Sub Cafeteria Worker I	04/08/15
Martinez, Imelda	Sub Cafeteria Worker I	03/24/15
Martinez-Guzman, Jesus G.	Sub Cafeteria Worker I	04/08/15
Mistretta, Molly	Noon Playground Supervisor	03/27/15
Montez, Anselmo	Avid Tutor	03/27/15
Poulsen, Joseph	Workability Student	03/27/15
Quintero, Debbra I.	Sub Cafeteria Worker I	04/13/15
Reza, Steve	Tutor	03/27/15
Robles, Armando	Workability Student	03/27/15
Sandoval Espinoza, Jose	Workability Student	03/27/15
Serrato, Juana A.	Sub Cafeteria Worker I	04/08/15
Stenson, Jean	Sub Cafeteria Worker I	03/24/15
Tello Jr., Miguel	Substitute Translator	04/07/15
Villanueva Navarro, Maria Del Carmen	Noon Playground Supervisor	03/27/15
Villeda, Debbie M.	Sub Cafeteria Worker I	04/08/15

New Hires – **Athletic Coaches

Martin Luther King High School

Angulo, Sandra

Ruggieri, Rachel

Softball/J.V. Assistant

Cheer/Assistant

04/16/15

04/06/15

John W. North High School

McRitchie, Scott

Football/Varsity Assistant

03/20/15

**The temporary athletic coaches listed above are knowledgeable of the assigned sports and meet the qualifications and competencies required by law.

Board Meeting Agenda
May 4, 2015

Topic: Local Control and Accountability Plan (LCAP) Revisions, Development, Monitoring and Annual Update

Presented by: Mrs. Lynn Carmen Day, Chief Academic Officer

Responsible
Cabinet Member: Mrs. Lynn Carmen Day, Chief Academic Officer

Type of Item: Report

Short Description: Staff will provide a status report on the revisions, development, monitoring and annual update of the 2015-18 LCAP.

DESCRIPTION OF AGENDA ITEM:

The Local Control and Accountability Plan (LCAP) and Annual Update provides details regarding local educational agencies' actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5 and 47606.5. RUSD's first LCAP, for 2014-2017 was adopted by the Board of Education on June 17, 2014.

Staff will provide a brief report on the status of the 2015-2018 LCAP. Information will include revisions, development, monitoring, as well as the required annual update. In addition, consolidation of goals and the related actions and services will be discussed.

The LCAP is scheduled to come back to the Board of Education on June 1, 2015 for a Public Hearing and to the June 22, 2015 meeting of the Board for adoption.

FISCAL IMPACT: To be determined

RECOMMENDATION: None. Information only.

ADDITIONAL MATERIAL: Powerpoint under separate cover

Attached: No

**Board Meeting Agenda
May 4, 2015**

- Topic: Disclosure of Tentative Agreements and Memorandums of Understanding Between Riverside Unified School District and Its Employees Represented by the Riverside City Teachers Association
- Presented by: Susan Mills, Assistant Superintendent, Department of Personnel Leadership and Development
- Responsible Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel Leadership and Development
- Type of Item: Report/Discussion
- Short Description: This item represents the public disclosure of the terms and conditions, including financial impact, of Tentative Agreements and Memorandums of Understanding for employees represented by the Riverside City Teachers Association.

DESCRIPTION OF AGENDA ITEM:

The District has reached tentative agreements (TA) with one of its collective bargaining units, the Riverside City Teachers Association (RCTA) representing certificated employees. The agreements are documented as 1) Tentative Agreement dated March 25, 2015, Article XXIV, Reporting of Child Abuse, Section 2 and 2) a Tentative Agreement dated March 25, 2015, Article VII, - Wages, 3) Memorandum of Understanding dated November 12, 2014, READ 180 Teacher on Special Assignment. The Memorandums of Understanding are November 12, 2014 – READ 180 Teacher on Special Assignment (TOSA) and 4) Memorandum of Understanding dated March 25, 2015, Professional Development Days. The Agreements are the result of the collective bargaining process that began in September 2014.

The first Tentative Agreement, (Reporting Child Abuse) incorporates the following provisions:

- Article XXIV, Section 2A (Amended) – An in-service/review will be provided to employees at each school ~~in alternating years~~ “*ADDED*” *annually* by a District Pupil services staff member or by the site administrator. Fiscal Impact: None

The second Tentative Agreement (Wages) incorporates the following provisions:

- Article VIII, Wages – Effective July 1, 2015, the District shall increase the following salary schedules by 4.55%. A list of job classifications is included in the attached tentative agreement. Fiscal Impact: 2015-16: \$7,949,139 and 2016-17: \$121,169

The first Memorandum of Understanding incorporates the following provisions:

- READ 180 Teacher on Special Assignment (TOSA) shall be based on the teacher work year and by mutual agreement they shall work a flexible work year in order to provide trainings and availability before the commencement of the student school year and after the conclusion of the student school year. Fiscal Impact: None

The second Memorandum of Understanding incorporates the following provisions:

- For the 2015-16 teacher work year to include two (2) professional development days prior to the instructional year for TK-12 teachers, Speech Language Pathologists and Staff Development Specialists. The 2015-16 work year for these employees will be 187 days with the adjusted compensation. Fiscal Impact: 2015-16: The cost for the one-time two (2) professional development days of \$1,701,643 was included in the multi-year projected budget, 2016-17: None

The negotiation process will continue.

This agenda item is intended to meet the public disclosure requirements of Assembly Bill 1200 (1991/1213) and Assembly Bill 2756 (2004/52). More specifically, AB 27/56 amended Government Code Section 3547.5 to provide in part that, “before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.”

A ratification vote by RCTA was scheduled to take place April 13 through April 17, 2015.

FISCAL IMPACT: 2014-16: None | 2015-16: \$7,949,139.00 | 2016-17: \$121,169

RECOMMENDATION: Information only. Public disclosure of the terms and conditions, including financial impact, of the Tentative Agreement for employees represented by the Riverside City Teachers Association.

ADDITIONAL MATERIAL: Tentative Agreements dated March 25, 2015 and Memorandums of Understanding dated November 12, 2014 and March 25, 2015.

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
RIVERSIDE CITY TEACHERS ASSOCIATION
TENTATIVE AGREEMENT
MARCH 25, 2015

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and of the Riverside City Teachers Association ("RCTA"),

ARTICLE XXIV, REPORTING OF CHILD ABUSE, Section 2 is amended to read:

Section 1- Reporting Procedures

When an employee has knowledge of a suspected instance of child abuse, District internal reporting procedures as established under legal requirements will be followed.

Section 2 – District Provisions

A. An in-service/review will be provided to employees at each school ~~in alternating years~~ annually by a District Pupil Services staff member or by the site administrator.

B. The District shall provide each employee with a copy and explanation of the laws regarding the employee's responsibilities of reporting child abuse and materials on how to recognize child abuse.

Initials_____

Initials_____

RIVERSIDE UNIFIED SCHOOL DISTRICT
and
RIVERSIDE CITY TEACHERS ASSOCIATION

Tentative Agreement

March 25, 2015

ARTICLE VIII - WAGES

- **Effective July 1, 2015, the District shall increase the following salary schedules by 4.55%:**

Teacher Salary Schedule

Teacher Salary Schedule (reflected as per diem rates)

Extended Day Salary Schedule

Psychologist Salary Schedule

Psychologist 208 Days Salary Schedule

Speech Language Pathologist Salary Schedule

Nurse Salary Schedule

Nurse 190 Days Salary Schedule

Nurse 200 Days Salary Schedule

Counselor Salary Schedule

Staff Development Specialist Salary Schedule

Miscellaneous Salary Provisions Schedule

Coaching Stipends Schedule

Extra Duty Annual Stipends Schedule

Summer School Salary Schedule – Five (5) Days

ROTC Salary Schedule

Adult & Alternative Educational Services Salary Schedule

(Probationary and Tenured Teachers)

Adult & Alternative & Educational Services Salary Schedule

(Substitutes and Temporary Teachers)

Preschool Instructor Salary Schedule

And all other applicable salary schedules that are not listed in the Collective Bargaining Agreement

Initials: _____

Initials: _____

RIVERSIDE UNIFIED SCHOOL DISTRICT

AND

RIVERSIDE CITY TEACHERS ASSOCIATION

Re: READ 180 Teacher on Special Assignment (TOSA)

November 12, 2014

The Riverside Unified School District (District) and Riverside City Teachers Association (RCTA) agree to:

1. The work year calendar for the READ 180 Teacher on Special Assignment (TOSA) shall be based on the teacher work year and by mutual agreement they shall work a flexible work year in order to provide trainings and availability before the commencement of the student school year and after the conclusion of the student school year which is the current teacher contract year.
2. The bargaining unit member must submit his/her proposed modified work year calendar to their immediate supervisor, in writing, by July 1 of each year. The structure of the modified work year calendar shall be by mutual agreement between the employee and the District.
3. This agreement shall remain in place for the 2014/2015, 2015/2016 and 2016/2017 school years.

AGREE:

For the District

For the Association

Kyley Grace

Timothy Martin

Date: 4-23-15

Date: 04.23.15

RIVERSIDE UNIFIED SCHOOL DISTRICT
and
RIVERSIDE CITY TEACHERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

March 25, 2015

Riverside City Teachers Association and the Riverside Unified School District mutually agree to the modification of the 2015-16 teacher work year to include two (2) professional development days prior to the instructional year for TK – 12 teachers, Speech Language Pathologists and Staff Development Specialists.

The first day, August 18, will be professional development on instructional technology with a menu of options from which to choose. The second day, August 19, will be a full day of Staff Collaboration Time, at school sites, as defined in the Collective Bargaining Agreement. The 2015-16 work year (for the above employees) will be 187 days with the adjusted compensation.

New teachers will be on duty Monday, August 17, 2015. All teachers will be on duty Tuesday, August 18, 2015.

AGREE:

For the District:

For the Association:

Susan Mills **Date**
Assistant Superintendent,
Department of Personnel –
Leadership & Development

Mariana Robles **Date**
Teacher, Hawthorne ES
Co-chair, RCTA negotiation Team

Kyley Ybarra **Date**
Director of Certificated Personnel,
Department of Personnel -
Leadership & Development

Sheri Obr **Date**
Teacher, Liberty ES
Co-Chair, RCTA Negotiation Team

11. What is the negotiated percentage increase or decrease in compensation? If the increase in "Year 1" is for less than a full year, indicate the annualized percentage of that increase for "Year 1".

4.55% increase across all certificated salary schedules effective July 1, 2015.

12. Are there any other compensation items included in the agreement? Please explain any changes indicated on page 1, Section A, 4a.

One-time modification of the 2015-16 school year to include two (2) professional development days prior to the instructional year for TK-12 teachers, Speech Language Pathologists and Staff Development Specialists. The 2015-16 work year for the above mentioned employees will be 187 days with adjusted compensation. The 2016-17 work-year will revert to 185 days with adjusted compensation.

13. Is the district adding any steps, columns, or ranges due to the agreement? Please explain any changes indicated on page 1, Section A, 4b.

No

14. Does this unit have a negotiated cap for health and welfare benefits? yes no
Please describe the district's annual health and welfare cost per employee for this bargaining unit, and indicate the current and proposed cap on page 1, Section A, 5.

The District contributes on an eligible employee basis to District-sponsored medical and dental plans. The plan year is the calendar year (January through December). All contributions are prorated for part-time eligible employees. Effective January 1, 2015 (the 2015 plan year) and following the District contribution to medical plans per eligible employee is \$10,700. The District's contribution to dental plans varies per plan.

(B) Proposed Negotiated Changes in Non-Compensation Items

Please discuss proposed changes in non-compensation items such as class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.

Modification of language to comply with Assembly Bill No. 1432, Mandated child abuse reporting requirement for an annual inservice/review.

(C) Specific Impact on Instructional and Support Programs to Accommodate Agreement

Please discuss the impact of proposed changes on instructional and support programs (e.g. length of school year, staff reductions or increases, elimination or expansion of programs or services such as counseling, librarians, custodial services, etc.)

None

(D) Proposed Contingency Language

Please detail proposed contingency language relating to funding restoration, reopening, applicable fiscal years, or other significant provisions. Please indicate when restoration will occur, if applicable.

None

(E) Impact on Deficit Spending

Will this agreement increase deficit spending in the current or subsequent years? Deficit spending exists when a fund's total expenditures and other financing uses exceeds the total revenues and other financing sources in a given fiscal year.

Deficit spending will increase as resources from restricted and unrestricted revenues including the Local Control Funding Formula are not sufficient in the in 2015-16 and 2016-17 to support this agreement. There will be a shortfalls of approximately \$11,748,354 and \$8,524,093 respectively.

(F) Funding Source(s) for Proposed Agreement

1. Please discuss the proposed funding source for the current year.

Not applicable.

2. If a single year agreement, please explain how any resulting ongoing costs will be funded in subsequent fiscal years (i.e. explain the assumptions showing the district can afford the contract in future years). If a multi-year agreement, please discuss the funding sources for each year, including assumptions used, to fund this obligation in future years. Consider any compounding effects when evaluating subsequent year impacts.

On-going costs will be funded from reserves or mitigated through program reductions.

(G) Impact of Proposed Agreement on Current Year General Fund Operating Budget

In accordance with California Government Code Section 3547.5, Education Code Section 42142, and the criteria and standards adopted by the State Board of Education.

UNRESTRICTED GENERAL FUND

CURRENT YEAR OPERATING BUDGET	(Col. 1) Board-Approved Budget Prior to Settlement	(Col. 2)* Adjustments Resulting from Settlement	(Col. 3)* Other Revisions Board Approved Date _____	(Col. 4) Total Revised Budget (Col. 1+2+3)
REVENUES				
LCFF Sources 8010-8099	\$ 300,445,280			\$ 300,445,280
Federal Revenue 8100-8299	306,000			306,000
Other State Revenue 8300-8599	10,445,657			10,445,657
Other Local Revenue 8600-8799	3,279,396			3,279,396
TOTAL REVENUES	\$ 314,476,333	\$ -	\$ -	\$ 314,476,333
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 150,002,078			\$ 150,002,078
Classified Salaries 2000-2999	35,288,075			35,288,075
Employee Benefits 3000-3999	51,520,212			51,520,212
Books and Supplies 4000-4999	16,816,256			16,816,256
Services & Operating Expenditures 5000-5999	30,961,497			30,961,497
Capital Outlay 6000-6999	8,656,959			8,656,959
Other Outgo 7100-7299 7400-7499	220,000			220,000
Indirect/Direct Support Costs 7300-7399	(4,268,538)			(4,268,538)
TOTAL EXPENDITURES	\$ 289,196,539	\$ -	\$ -	\$ 289,196,539
OTHER FINANCING SOURCES/USES				
Contributions 8980-8999	\$ (40,173,702)			\$ (40,173,702)
Transfers In and Other Sources 8910-8979				\$ -
Transfers Out and Other Uses 7610-7699	\$ 3,339,618			\$ 3,339,618
TOTAL EXPENDITURES AND USES	\$ 292,536,157	\$ -	\$ -	\$ 292,536,157
INCREASE (DECREASE) IN FUND BALANCE	\$ (18,233,526)	\$ -	\$ -	\$ (18,233,526)
BEGINNING BALANCE 9791,9793,9795	\$ 62,162,059			\$ 62,162,059
ENDING BALANCE	\$ 43,928,533	\$ -	\$ -	\$ 43,928,533
COMPONENTS OF ENDING BALANCE				
Nonspendable 9711-9719	\$ 650,000			\$ 650,000
Restricted 9740				\$ -
Committed 9750-9760	16,544,750			16,544,750
Assigned 9780	3,972,643			3,972,643
Reserve for Economic Uncertainties 9789	8,220,910			8,220,910
Unassigned/Unappropriated 9790	\$ 14,540,230	\$ -	\$ -	\$ 14,540,230

*If the total adjustments in Col. 2 do not agree with the Total Cost of Agreement on page 1, Section A, Line 7, please explain the variance below (e.g. partially budgeted, salaries and benefits are budgeted in other funds), and/or explain any revisions included in Col. 3.

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(G) Impact of Proposed Agreement on Current Year General Fund Operating Budget

In accordance with Government Code Section 3547.5, Education Code Section 42142, and the criteria and standards adopted by the State Board of Education.

RESTRICTED GENERAL FUND

CURRENT YEAR OPERATING BUDGET		(Col. 1) Board-Approved Budget Prior to Settlement	(Col. 2)* Adjustments Resulting from Settlement	(Col. 3)* Other Revisions Board Approved Date _____	(Col. 4) Total Revised Budget (Col. 1+2+3)
REVENUES					
LCFF Sources	8010-8099	\$ -			\$ -
Federal Revenue	8100-8299	29,752,228			29,752,228
Other State Revenue	8300-8599	31,036,251			31,036,251
Other Local Revenue	8600-8799	2,461,325			2,461,325
TOTAL REVENUES		\$ 63,249,804	\$ -	\$ -	\$ 63,249,804
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 40,507,927			\$ 40,507,927
Classified Salaries	2000-2999	18,020,698			18,020,698
Employee Benefits	3000-3999	17,115,784			17,115,784
Books and Supplies	4000-4999	15,245,332			15,245,332
Services & Operating Expenditures	5000-5999	22,029,461			22,029,461
Capital Outlay	6000-6999	2,143,837			2,143,837
Other Outgo	7100-7299 7400-7499	-			-
Indirect/Direct Support Costs	7300-7399	3,446,067			3,446,067
TOTAL EXPENDITURES		\$ 118,509,106	\$ -	\$ -	\$ 118,509,106
OTHER FINANCING SOURCES/USES					
Contributions	8980-8999	\$ 40,173,702			\$ 40,173,702
Transfers In and Other Sources	8910-8979	\$ -			\$ -
Transfers Out and Other Uses	7610-7699	\$ -			\$ -
TOTAL EXPENDITURES AND USES		\$ 118,509,106	\$ -	\$ -	\$ 118,509,106
INCREASE (DECREASE) IN FUND BALANCE		\$ (15,085,600)	\$ -	\$ -	\$ (15,085,600)
BEGINNING BALANCE	9791,9793,9795	\$ 23,176,535			\$ 23,176,535
ENDING BALANCE		\$ 8,090,935	\$ -	\$ -	\$ 8,090,935
COMPONENTS OF ENDING BALANCE					
Nonspendable	9711-9719	\$ -			\$ -
Restricted	9740	\$ 8,090,935			8,090,935
Committed	9750-9760				-
Assigned	9780				-
Reserve for Economic Uncertainties	9789				-
Unassigned/Unappropriated	9790	\$ -	\$ -	\$ -	\$ -

*If the total adjustments in Col. 2 do not agree with the Total Cost of Agreement on page 1, Section A, Line 7, please explain the variance below (e.g. partially budgeted, salaries and benefits are budgeted in other funds), and/or explain any revisions included in Col. 3.

(G) Impact of Proposed Agreement on Current Year General Fund Operating Budget

In accordance with Government Code Section 3547.5, Education Code Section 42142, and the criteria and standards adopted by the State Board of Education.

COMBINED GENERAL FUND

CURRENT YEAR OPERATING BUDGET		(Col. 1) Board-Approved Budget Prior to Settlement	(Col. 2)* Adjustments Resulting from Settlement	(Col. 3)* Other Revisions Board Approved Date _____	(Col. 4) Total Revised Budget (Col. 1+2+3)
REVENUES					
LCFF Sources	8010-8099	\$ 300,445,280		\$ -	\$ 300,445,280
Federal Revenue	8100-8299	\$ 30,058,228		\$ -	30,058,228
Other State Revenue	8300-8599	\$ 41,481,908		\$ -	41,481,908
Other Local Revenue	8600-8799	\$ 5,740,721		\$ -	5,740,721
TOTAL REVENUES		\$ 377,726,137	\$ -	\$ -	\$ 377,726,137
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 190,510,005	\$ -	\$ -	\$ 190,510,005
Classified Salaries	2000-2999	\$ 53,308,773	\$ -	\$ -	53,308,773
Employee Benefits	3000-3999	\$ 68,635,996	\$ -	\$ -	68,635,996
Books and Supplies	4000-4999	\$ 32,061,588		\$ -	32,061,588
Services & Operating Expenditures	5000-5999	\$ 52,990,958		\$ -	52,990,958
Capital Outlay	6000-6999	\$ 10,800,796		\$ -	10,800,796
Other Outgo	7100-7299 7400-7499	\$ 220,000		\$ -	220,000
Indirect/Direct Support Costs	7300-7399	\$ (822,471)		\$ -	(822,471)
TOTAL EXPENDITURES		\$ 407,705,645	\$ -	\$ -	\$ 407,705,645
OTHER FINANCING SOURCES/USES					
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources	8910-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7610-7699	\$ 3,339,618	\$ -	\$ -	\$ 3,339,618
TOTAL EXPENDITURES AND USES		\$ 411,045,263	\$ -	\$ -	\$ 411,045,263
INCREASE (DECREASE) IN FUND BALANCE		\$ (33,319,126)	\$ -	\$ -	\$ (33,319,126)
BEGINNING BALANCE	9791,9793,9795	\$ 85,338,594			\$ 85,338,594
ENDING BALANCE		\$ 52,019,468	\$ -	\$ -	\$ 52,019,468
COMPONENTS OF ENDING BALANCE					
Nonspendable	9711-9719	\$ 650,000	\$ -	\$ -	\$ 650,000
Restricted	9740	\$ 8,090,935	\$ -	\$ -	8,090,935
Committed	9750-9760	\$ 16,544,750	\$ -	\$ -	16,544,750
Assigned	9780	\$ 3,972,643	\$ -	\$ -	3,972,643
Reserve for Economic Uncertainties	9789	\$ 8,220,910	\$ -	\$ -	8,220,910
Unassigned/Unappropriated	9790	\$ 14,540,230	\$ -	\$ -	\$ 14,540,230

*If the total adjustments in Col. 2 do not agree with the Total Cost of Agreement on page 1, Section A, Line 7, please explain the variance below (e.g. partially budgeted, salaries and benefits are budgeted in other funds), and/or explain any revisions included in Col. 3.

Multi-Year Financial Projections 2012-13 to 2016-17

COLA Actual/Projection %	Prior Year Actuals 2012-13	Prior Year Actuals 2013-14	Percent of Change over PY	Adopted Budget 2014-15	Percent of Change over PY	2nd Interim Revised Budget 2014-15	Percent of Change over PY	Projected Budget 2015-16	Percent of Change over PY	Projected Budget 2016-17	Percent of Change over PY
3.24%	40,126.96	40,343.70	-100.00%	40,575.50	0.57%	40,100.09	-0.96%	39,908.83	-0.46%	39,932.65	0.06%
	40,144.72	40,333.55	0.43%	40,575.50	0.90%	40,333.76	0.00%	40,100.09	0.38%	39,932.65	-0.42%

REVENUES

LCFF Sources	\$ 212,210,264	\$ 264,097,165	24.46%	\$ 307,443,252	19.41%	\$ 300,445,280	13.76%	\$ 327,385,383	9.31%	\$ 340,239,859	3.53%
Federal	\$ 27,811,759	\$ 23,656,181	-14.94%	\$ 21,835,950	-7.09%	\$ 30,958,228	27.06%	\$ 24,739,500	-17.71%	\$ 24,736,500	0.00%
State	\$ 70,639,121	\$ 45,608,117	-35.44%	\$ 37,789,987	-32.14%	\$ 41,481,908	4.85%	\$ 48,005,361	16.73%	\$ 40,786,925	-15.04%
Local	\$ 8,840,776	\$ 8,064,252	-9.76%	\$ 5,431,022	-32.65%	\$ 5,740,721	28.81%	\$ 5,537,461	-3.54%	\$ 5,537,461	0.00%
Total Revenues	\$ 319,501,919	\$ 341,425,735	6.88%	\$ 372,500,211	5.19%	\$ 377,226,137	10.85%	\$ 405,663,705	7.66%	\$ 411,299,445	1.39%

EXPENDITURES

Certificated Salaries	\$ 167,128,826	\$ 166,584,422	-0.33%	\$ 190,065,253	14.19%	\$ 190,510,005	14.39%	\$ 211,571,233	11.06%	\$ 210,415,609	-0.55%
Classified Salaries	\$ 46,342,138	\$ 47,962,492	3.50%	\$ 52,973,523	10.48%	\$ 52,308,773	11.54%	\$ 53,509,312	2.36%	\$ 53,740,046	0.43%
Benefits	\$ 62,395,500	\$ 58,268,478	-6.61%	\$ 67,528,512	15.89%	\$ 68,635,996	17.06%	\$ 77,886,864	13.46%	\$ 82,130,446	5.45%
Books & Supplies	\$ 16,311,554	\$ 17,367,210	6.47%	\$ 20,422,471	17.59%	\$ 32,061,688	54.81%	\$ 16,768,825	-47.70%	\$ 16,768,825	0.00%
Contracts & Services	\$ 38,065,817	\$ 36,515,307	-4.07%	\$ 41,312,181	12.14%	\$ 52,900,958	45.12%	\$ 43,800,492	-17.24%	\$ 44,393,279	1.35%
Capital Outlay	\$ 3,633,956	\$ 6,422,201	76.73%	\$ 9,081,119	61.40%	\$ 10,800,795	88.15%	\$ 11,138,185	3.12%	\$ 9,638,186	-15.07%
Other Outgo	\$ 94,717	\$ 471,987	399.31%	\$ 70,000	-55.17%	\$ 220,000	50.39%	\$ 220,000	0.00%	\$ 220,000	0.00%
Support Costs	\$ (914,776)	\$ (831,436)	-8.11%	\$ (819,239)	-1.07%	\$ (822,471)	-0.38%	\$ (822,471)	0.00%	\$ (822,471)	0.00%
Total Expenditures	\$ 333,057,731	\$ 332,760,662	-0.09%	\$ 380,633,820	14.39%	\$ 407,705,645	22.57%	\$ 414,072,441	1.59%	\$ 416,483,920	0.58%

OTHER SOURCES & USES

Transfers In & Other Sources	\$ 6,498,199	\$ 8,413,075	29.47%	\$ -	-100.00%	\$ -	-100.00%	\$ -	-100.00%	\$ -	-100.00%
Transfers Out & Other Uses	\$ 2,530,880	\$ 13,801,554	445.35%	\$ 3,475,618	24.52%	\$ 3,339,618	-3.82%	\$ 3,339,618	0.00%	\$ 3,339,618	0.00%
Total Expenditures & Uses	\$ 335,586,611	\$ 346,562,216	3.07%	\$ 384,109,438	10.85%	\$ 411,045,263	18.97%	\$ 417,412,059	1.55%	\$ 419,823,538	0.58%

NET INCREASE (DECREASE) IN FUND BALANCE

	\$ (9,588,493)	\$ 3,276,594	34.17%	\$ (11,609,227)	-48.43%	\$ (33,319,126)	-118.86%	\$ (11,748,354)	34.77%	\$ (8,524,093)	27.44%
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FUND BALANCE, RESERVES

Beginning Balance	\$ 88,258,364	\$ 78,669,870	-10.86%	\$ 86,564,364	10.03%	\$ 85,338,594	-1.44%	\$ 82,019,468	-3.80%	\$ 40,271,114	-22.88%
Ending Balance	\$ 78,669,870	\$ 81,946,464	4.16%	\$ 74,955,137	-8.53%	\$ 52,019,468	-30.52%	\$ 40,271,114	-22.58%	\$ 31,747,021	-21.17%

Components of Ending Fund Balance:

Nonspendable	\$ 302,796	\$ 323,551		\$ 650,000		\$ 650,000		\$ 650,000		\$ 650,000	
Restricted	\$ 13,841,655	\$ 23,173,455		\$ 17,233,216		\$ 6,090,935		\$ 8,570,556		\$ 9,050,175	
Committed	\$ 0	\$ 26,709,934		\$ 0		\$ 16,944,750		\$ 12,063,127		\$ 5,825,000	
Assigned	\$ 17,748,940	\$ 4,419,800		\$ 10,021,125		\$ 3,972,643		\$ 3,953,800		\$ 3,953,800	
Reserve for Economic Uncertainties	\$ 6,711,772	\$ 6,931,245		\$ 7,682,189		\$ 8,220,910		\$ 8,348,241		\$ 8,396,471	
Unassigned/Unappropriated	\$ 40,064,707	\$ 20,388,479		\$ 39,368,607		\$ 14,540,230		\$ 6,695,390		\$ 3,871,575	
Total Ending Balance	\$ 78,669,870	\$ 81,946,464	7.88%	\$ 74,955,137	12.25%	\$ 52,019,468	5.54%	\$ 40,271,114	3.60%	\$ 31,747,021	2.92%

(I) Impact of Proposed Agreement on Unrestricted Reserves

1. State Reserve Standard Calculation

		Current Year	Year 2	Year 3
1a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement) for both Unrestricted and Restricted General Fund	\$ 411,045,263	\$ 417,412,059	\$ 419,823,538
1b.	Enter State Standard Minimum Reserve Percentage	2%	2%	2%
1c.	State Standard Minimum Unrestricted Fund Reserve (Line 1a times Line 1b. For a district with less than 1,001 ADA, the greater of Line 1a times 1b or \$60,000)	\$ 8,220,905	\$ 8,348,241	\$ 8,396,471

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

2a.	General Fund Reserve for Economic Uncertainties (Object 9789)	\$ 8,220,910	\$ 8,348,241	\$ 8,396,471
2b.	General Fund Budgeted as Unassigned/ Unappropriated Amount (Object 9790)	\$ 14,540,230	\$ 6,685,390	\$ 3,871,575
2c.	Special Reserve Fund for Other Than Capital Outlay Projects Budgeted for Economic Uncertainties (Fund 17, Object 9789)	\$ -	\$ -	\$ -
2d.	Total District Budgeted Unrestricted Reserves	\$ 22,761,140	\$ 15,033,631	\$ 12,268,046
2e.	Reserve for Economic Uncertainties Percentage (Line 2d divided by Line 1a)	5.54%	3.60%	2.92%

3. Does the district's budgeted unrestricted reserves meet the state standard minimum reserve amount? (Line 1c is less than or equal to Line 2d?)

Current Year:	2014 - 2015	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Year 2:	2015 - 2016	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Year 3:	2016 - 2017	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

4. If no, how does the district plan to restore reserves?

(J) Impact of Proposed Agreement on Current Year Operating Budget
 Itemized Budget Revisions Necessary to Meet Agreement's Cost

Description of the Revision	Attached Fund Transfer/ Budget Resolution Numbers	Amount	County Use Only: Date Action Taken
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
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		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
TOTAL REVISIONS		\$ -	

Please provide an explanation if no budget revisions are necessary.

No fiscal impact to current year.

(K) Impact of Proposed Agreement on Subsequent Fiscal Year Budgets

Itemized Budget Revisions Included in the Multi-Year Financial Projections to Meet Agreement's Cost

Year 2: 2015-2016

Description of the Revision	Major Object Code Series	Amount	County Use Only: Date Action Taken
Article XXIV, Section 2A Amend to provide clarifying language.	No Fiscal Impact	\$ -	
Article VIII Wages-4.55% increase effective July 1, 12015	1xxx	\$ 6,960,717	
Article VIII Wages-4.55% increase effective July 1, 12015	3xxx	\$ 988,422	
MOU-Read 180 Teachers on Special Assignment shall be based on the teacher work year and by mutual agreement shall work a flexible work year.	No Fiscal Impact	\$ -	
MOU-two (2) professional development days will be added to the beginning of the year for TK-12 teachers, speech language pathologists and staff development specialists. The salary schedules which were slated to revert to a 185-day work year in 2015-16, will continue to reflect a 187 day work year for 2015-16 and will return to 185-day work year in 2016-17.	No Fiscal Impact on GF as dollars were already allocated for professional development from one-time Mandate funds	\$ -	
TOTAL YEAR 2		\$ 7,949,139	

Year 3: 2016-2017

Description of the Revision	Major Object Code Series	Amount	County Use Only: Date Action Taken
Article VIII Wages-step for 2015-16 increase	1xxx	\$ 104,411	
Article VIII Wages-step for 2015-16 increase	3xxx	\$ 16,758	
MOU-two (2) professional development days will be removed from the beginning of the year for TK-12 teachers, speech language pathologists and staff development specialists. The salary schedules will revert to a 185-day work year in 2016-17.	No Fiscal Impact on GF as dollars were decreased for professional development with the elimination of Common Core state funds		
TOTAL YEAR 3		\$ -	

Please provide an explanation if no budget revisions are necessary.

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(L) Certification No. 1

Riverside Unified School District

RCTA

The District Superintendent and Chief Business Official should sign this certification at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the undersigned hereby certify that the costs incurred under the provisions of the agreement can be met by the district during the term of the agreement, and that the itemized budget revisions necessary to meet such costs, as indicated in sections J and K, are included in the district's budget and multi-year financial projections.

Signature - District Superintendent

Date

Signature - Chief Business Official

Date

District Contact Person: Sandra L. Meekins

Phone: 951-352-6729 x82002

(M) Certification No. 2

Riverside Unified School District

RCTA

The District Superintendent and Governing Board Clerk or President should sign this certification at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for certification and public disclosure of the major provisions of the agreement, in accordance with Government Code Section 3547.5.

After public disclosure of the major provisions contained in this Collective Bargaining Disclosure, the District's Governing Board, at its meeting on: June 1, 2015, took action to approve the proposed agreement with the following bargaining unit: Riverside City Teachers Association

Signature - District Superintendent

Date

Signature - Governing Board Clerk/President

Date

District Contact Person: Sandra L. Meekins

Phone: 951-352-6729 x82002

**Board Meeting Agenda
May 4, 2015**

- Topic: Public Hearing Prior to Adoption of Resolution No. 2014/15-43 - A Resolution of the Board of Education of Riverside Unified School District Granting an Easement and Right-of-Way to the City for a Temporary Construction Easement at 6401 Lincoln Avenue
- Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations
- Responsible
Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations
- Type of Item: Public Hearing
- Short Description: Staff recommends that the Board of Education hold a public hearing prior to adoption of Resolution No. 2014/15-43 Granting an Easement and Right-of-Way to the City of Riverside for Temporary Construction Easement at 6401 Lincoln Avenue.

DESCRIPTION OF AGENDA ITEM:

Due to the City of Riverside’s 2014/2015 arterial streets maintenance (phase 2), it is necessary to grant a temporary construction easement along a portion of the north property line (along Lincoln Avenue) of Educational Opportunity Center (EOC), located at 6401 Lincoln Avenue, to the City of Riverside (“City”). The temporary easement is to facilitate and accomplish the construction of public sidewalk improvements, match-up driveway paving and any additional work determined by the Engineer to be necessary to complete the work for the project. The temporary easement also includes rehabilitation of the District’s property at the conclusion of the project.

The City’s right to use the property is for a period of six (6) months from the Notice to Proceed.

The Board of Education adopted Resolution No. 2014/15-34 on April 13, 2015 declaring its intention to grant the subject easement and declaring a public hearing.

FISCAL IMPACT: None.

RECOMMENDATION: It is recommended that the Board of Education hold a public hearing regarding the granting of an easement to the City of Riverside.

ADDITIONAL MATERIAL: Notice of Public Hearing

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
Board of Education

NOTICE

PUBLIC HEARING

The Board of Education of the Riverside Unified School District will conduct a public hearing declaring the District's intention to grant an Easement and Right-of-Way to the City of Riverside for a temporary construction easement at 6401 Lincoln Avenue.

BOARD ROOM
6735 Magnolia Avenue
Riverside, CA 92506
May 4, 2015 - 5:30 p.m.

Questions and/or comments should be directed to Mr. Michael H. Fine, Deputy Superintendent, at (951) 788-7135 ext. 80423.

**Board Meeting Agenda
May 4, 2015**

Topic: Public Hearing Prior to Adoption of Resolution No. 2014/15-45 - Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Public Hearing

Short Description: Public Hearing Prior to Adoption of Resolution No. 2014/15-45 - Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption regarding real property located at 18945 Van Buren Boulevard, Riverside.

DESCRIPTION OF AGENDA ITEM:

The Riverside Unified School District (District) desires to acquire 9.96 acres of vacant land located at 18945 Van Buren Boulevard, Riverside. The property is located on the west side of Wood Road and immediate adjacent to the District’s Martin Luther King Jr. High School. Negotiations are continuing with the land owner and a Purchase and Sale Agreement is anticipated to be considered by the Board of Education on June 1, 2015.

Prior to commencement of the project to acquire the subject property, the District must comply with the California Environmental Quality Act (CEQA). The California Code of Regulations (Article 19 of Title 14) sets forth categorical exemptions to CEQA, including Section 15301. Section 15301 provides that a key consideration in determining whether a project is exempt from CEQA is whether the project involves negligible or no expansion of an existing use. The subject property is currently an citrus grove. The District plans to purchase the subject property are to meet future property needs; therefore, the current acquisition of the property involves negligible or no expansion of use of the property.

Should the District decide at a future date to develop the property in conjunction with a school facility project or otherwise, the District will fully comply with CEQA, the procedures required by the California Department of Education and the Department of Toxic Substances Control.

Resolution 2014/15-45 has been prepared and will be considered by the Board of Education following the close of the Public Hearing.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education hold a Public Hearing Prior to Adoption of Resolution No. 2014/15-45 - Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption.

ADDITIONAL MATERIAL: Notice of Public Hearing

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
Board of Education

NOTICE

PUBLIC HEARING

The Board of Education of the Riverside Unified School District will conduct a public hearing Prior to Adoption of Resolution No. 2014/15-45 - Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption.

**BOARD ROOM
6735 Magnolia Avenue
Riverside, CA 92506
May 4, 2015 - 5:30 p.m.**

Questions and/or comments should be directed to Mr. Michael H. Fine, Deputy Superintendent, at (951) 788-7135 ext. 80423.

**Board Meeting Agenda
May 4, 2015**

Topic: Public Hearing Prior to Adoption of Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Public Hearing

Short Description: Public Hearing Prior to Adoption of Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption located at 9174 Indiana Avenue, Riverside.

DESCRIPTION OF AGENDA ITEM:

The Riverside Unified School District (District) desires to acquire 10.04 acres of vacant land known as Assessor's Parcel Number (APN) 223-09-2028 in Riverside (New Property). The property is located at Central and Victoria Avenues near Riverside Polytechnic High School. Negotiations are continuing with the land owner and a Purchase and Sale Agreement is anticipated to be considered by the Board of Education on June 1, 2015. As part of the consideration for the acquisition of the land, the District desires to convey approximately 7.0 acres of District owned land located at 9174 Indiana Avenue, Riverside (District Property).

Prior to commencement of the project to exchange the District Property for the New Property, the District must comply with the California Environmental Quality Act (CEQA). The California Code of Regulations (Article 19 of Title 14) sets forth categorical exemptions to CEQA, including Section 15301. Section 15301 provides that a key consideration in determining whether a project is exempt from CEQA is whether the project involves negligible or no expansion of an existing use. The subject property is currently an citrus grove. The District plans to purchase the subject property are to meet future property needs; therefore, the current acquisition of the property involves negligible or no expansion of use of the property.

Should the District decide at a future date to develop the property in conjunction with a school facility project or otherwise, the District will fully comply with CEQA, the procedures required by the California Department of Education and the Department of Toxic Substances Control.

Resolution 2014/15-36 has been prepared and will be considered by the Board of Education following the close of the Public Hearing.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education hold a Public Hearing Prior to Adoption of Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption.

ADDITIONAL MATERIAL: Notice of Public Hearing

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
Board of Education

NOTICE

PUBLIC HEARING

The Board of Education of the Riverside Unified School District will conduct a public hearing Prior to Adoption of Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption.

**BOARD ROOM
6735 Magnolia Avenue
Riverside, CA 92506
May 4, 2015 - 5:30 p.m.**

Questions and/or comments should be directed to Mr. Michael H. Fine, Deputy Superintendent, at (951) 788-7135 ext. 80423.

**Board Meeting Agenda
May 4, 2015**

Topic: Public Hearing – 2015-2016 Initial Proposals for Negotiations, Submitted by the Riverside Unified School District Board of Education with Riverside City Teachers Association

Presented by: Susan Mills, Assistant Superintendent, Department of Personnel Leadership and Development

Responsible Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel Leadership and Development

Type of Item: Public Hearing

Short Description: A public hearing is to be held on the initial proposal for negotiations submitted by the Riverside Unified School District Board of Education with the Riverside City Teachers Association (RCTA) for the 2015-2016 school year.

DESCRIPTION OF AGENDA ITEM:

The Riverside Unified School District Board of Education has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Riverside Unified School District and the Riverside City Teachers Association.

Riverside Unified School District Board of Education is proposing to negotiate the following sections of the Collective Bargaining Unit Agreement:

Article XII – Class Size

Some of the issues that RUSD will be addressing are:

- Secondary Class Size
- Secondary Student Contact

Article X– Hours of Employment

Some of the issues that RUSD will be addressing are:

- Collaboration time structure
- IEP's, SST's and 504 meetings
- Substitute Coverage

In addition, there are a number of issues that were sunshined for the 2014-2015 negotiations' cycle that were never addressed, and we would like to continue to keep these issue on the agenda as we continue our negotiations' cycle

Article XVIII – Peer Assistance and Review Collaboration Time Structure

- Supervision support and process for improvement

FISCAL IMPACT: To be determined

RECOMMENDATION: This is a Public Hearing; no action is necessary.

ADDITIONAL MATERIAL: Notice of Public Hearing

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

NOTICE

PUBLIC HEARING

At the Board of Education meeting to be held at 5:30 p.m. on Monday, May 4, 2015, at 6735 Magnolia Avenue, Riverside, California, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the Riverside Unified School District Board of Education for the 2015-2016 School Year

The Riverside Unified School District Board of Education has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Riverside Unified School District and the Riverside City Teachers Association.

Government Code Section 3457 provides the basis and procedures for the recognition of the Riverside Unified School District and the Riverside City Teachers Association, Initial Proposal for Negotiations with the Riverside Unified School District for the 2015-2016 school year.

The Riverside Unified School District Board of Education is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

Article XII – Class Size
Article X – Hours of Employment
Article XVIII – Peer Assistance and Review Collaboration Time Structure

Copies to: Board Members

Posted: 3:00 p.m., Friday, May 1, 2015

Copies to be posted at RUSD District Office and Riverside Adult School

**Board Meeting Agenda
May 4, 2015**

- Topic: Public Hearing – 2015-2016 Initial Proposals for Negotiations, Submitted by the Riverside City Teachers Association with the Riverside Unified School District Board of Education
- Presented by: Susan Mills, Assistant Superintendent, Department of Personnel Leadership and Development
- Responsible Cabinet Member: Susan Mills, Assistant Superintendent, Department of Personnel Leadership and Development
- Type of Item: Public Hearing
- Short Description: A public hearing is to be held on the initial proposal for negotiations submitted by the Riverside City Teachers Association (RCTA) with the Riverside Unified School District Board of Education for the 2015-2016 school year.
-

DESCRIPTION OF AGENDA ITEM:

The Riverside City Teachers Association (RCTA) has submitted an initial proposal for the collective bargaining agreement between the Riverside City Teachers Association and the Board of Education of Riverside Unified School District.

Riverside City Teachers Association (RCTA) is proposing to negotiate the following sections of the Collective Bargaining Unit Agreement:

Article XII – Class Size

Some of the issues that RCTA will be addressing are:

- TK Class Size
- Combination Classes in Elementary

Article X– Hours of Employment

One of the issues that RCTA will be addressing are:

- After school meetings

In addition, there are a number of issues that were sunshined for the 2014 - 2015 negotiations' cycle that were never addressed, and we would like to continue to keep these issues on the agenda as we continue our negotiations' cycle:

Article XII – Class Size

Some of the issues that RCTA will be addressing are:

- Class sizes in secondary
- Increase Aide time in the classroom

Article X – Hours of Employment

Some of the issues that RCTA will be addressing are:

- Duty schedule for elementary teachers
- After-school activities for secondary
- IEP's, SST's and 504 meetings
- Coverage by teachers for teachers who are absent
- Non-student attendance days for elementary teachers

Compensation

We would like to include discussion about the Extra Duty Annual Stipends (Appendix 11)

FISCAL IMPACT: To be determined

RECOMMENDATION: This is a Public Hearing; no action is necessary.

ADDITIONAL MATERIAL: Notice of Public Hearing

Attached: Yes

RIVERSIDE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

NOTICE

PUBLIC HEARING

At the Board of Education meeting to be held at 5:30 p.m. on Monday, May 4, 2015, at 6735 Magnolia Avenue, Riverside, California, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the Riverside City Teachers Association (RCTA) for the 2015-2016 School Year

The Riverside City Teachers Association has submitted an initial proposal for the collective bargaining agreement between the Riverside City Teachers Association and the Board of Education of Riverside Unified School District.

Government Code Section 3457 provides the basis and procedures for the recognition of the Riverside City Teachers Association and the Board of Education of Riverside Unified School District, Initial Proposal for Negotiations with Riverside City Teachers Association for the 2015-2016 school year.

The Riverside City Teachers Association is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

Article XII – Class Size
Article X – Hours of Employment
Article XII – Class Size
Compensation (Appendix 11)

Copies to: Board Members

Posted: 3:00 p.m., Friday, May 1, 2015

Copies to be posted at RUSD District Office and Riverside Adult School

**Board Meeting Agenda
May 4, 2015**

Topic: Resolution No. 2014/15-43 - Resolution of the Board of Education of Riverside Unified School District Granting an Easement and Right-of-Way to the City Riverside for a Temporary Construction Easement at 6401 Lincoln Avenue

Presented by: Michael H. Fine, Deputy Superintendent, Business services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Action

Short Description: It is recommended that the Board of Education adopt Resolution No. 2014/15-43 Granting an Easement and Right-of-Way to the City Riverside for a Temporary Construction Easement at 6401 Lincoln Avenue.

DESCRIPTION OF AGENDA ITEM:

Due to the City of Riverside’s 2014/2015 arterial streets maintenance (phase 2), it is necessary to grant a temporary construction easement along a portions of the north property line (along Lincoln Avenue) of Educational Opportunity Center (EOC), located at 6401 Lincoln Avenue, to the City of Riverside (“City”). The temporary easement is to facilitate and accomplish the construction of public sidewalk improvements, match-up driveway paving and any additional work determined by the Engineer to be necessary to complete the work for the project. The temporary easement also includes rehabilitation of the District’s property at the conclusion of the project.

The City’s right to use the property is for a period of six (6) months from the Notice to Proceed.

The Board of Education adopted Resolution 2014/15-34 on April 13, 2015 declaring its intention to grant the subject easement and declaring a public hearing. The Board of Education was scheduled to hold a public hearing on the subject easement concurrently on this May 4, 2015 agenda.

FISCAL IMPACT: None.

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution 2014/15-43 - to Grant an Easement and Right-of-Way to the City of Riverside for a Temporary Construction Easement at 6401 Lincoln Avenue, and Declaring a Public Hearing.

ADDITIONAL MATERIAL: (1) Resolution No. 2014/15-43; (2) Exhibit “A” - Easement

Attached: Yes

RESOLUTION No. 2014/15-43

A RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE UNIFIED SCHOOL DISTRICT GRANTING AN EASEMENT AND RIGHT-OF-WAY TO THE CITY OF RIVERSIDE FOR A TEMPORARY CONSTRUCTION EASEMENT AT 6401 LINCOLN AVENUE

WHEREAS, the Board of Education provided notice of its intent to grant an easement and right-of-way to the City of Riverside, a municipal corporation, as Grantee, its successors and assigns, by adopting Resolution No. 2014/15-43, by advertising in the Press Enterprise, and by posting a notice in three (3) public places pursuant to the Education Code, for temporary construction easement purposes in, under, upon, over and along that certain real property as described in **“Exhibit A”** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

THEREFORE, BE IT RESOLVED that the Deputy Superintendent, Business Services and Governmental Relations, is hereby authorized and directed to execute a Grant of Easement and Right-of-Way for temporary construction easement purposes at 6451 Lincoln Avenue for that certain real property as described in **“Exhibit A”** attached hereto and incorporated herein by this reference, to the City Riverside.

We certify that the Resolution above was duly adopted by the Board of Education of the Riverside Unified School district at its regular meeting held on May 4, 2015.

Mrs. Kathy Y. Allavie, President
Board of Education

Mrs. Gayle Cloud, Member
Board of Education

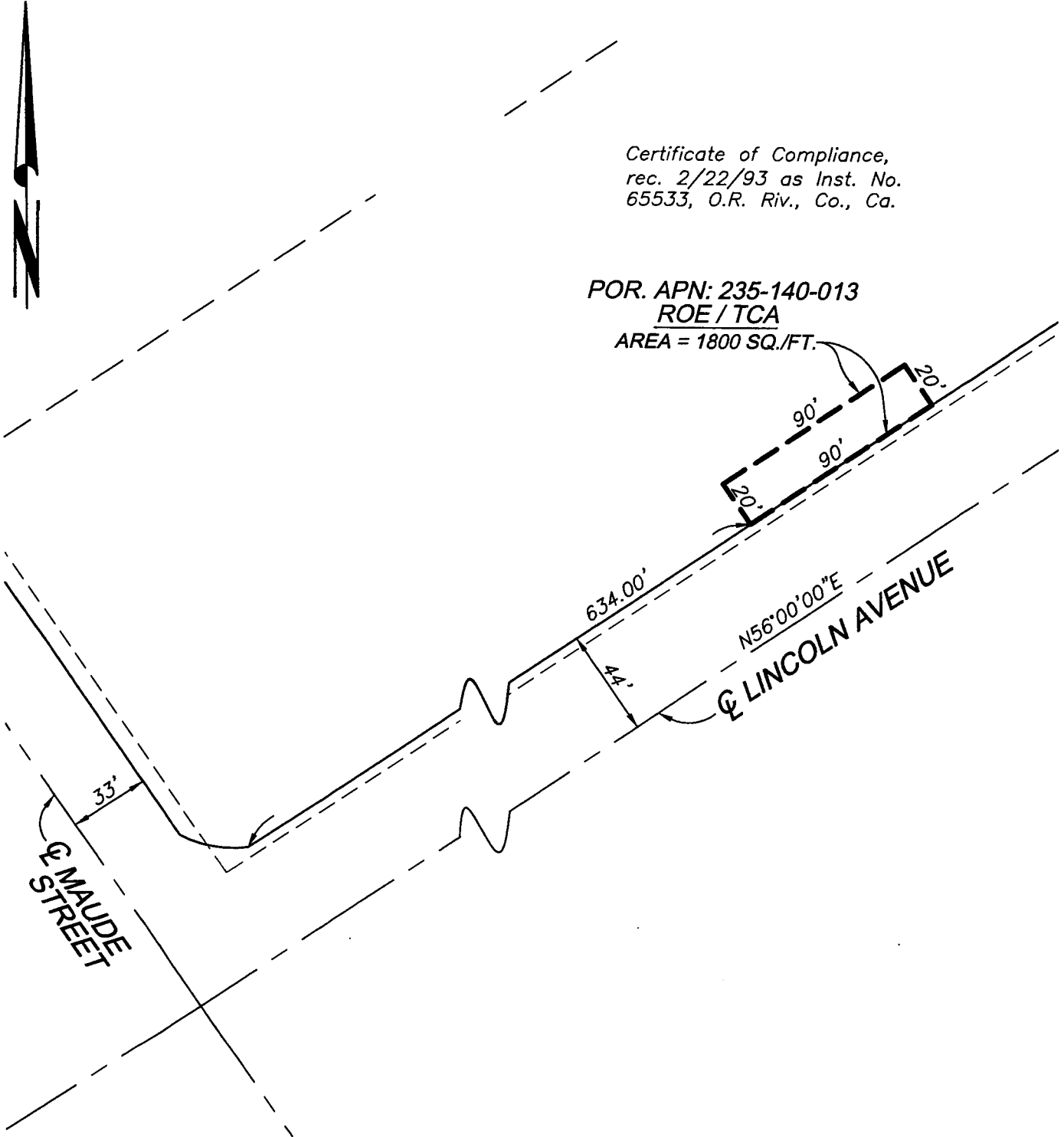
Mr. Tom Hunt, Vice-President
Board of Education

Mrs. Patricia Lock-Dawson, Member
Board of Education

Mr. Brent Lee, Clerk
Board of Education

Certificate of Compliance,
rec. 2/22/93 as Inst. No.
65533, O.R. Riv., Co., Ca.

POR. APN: 235-140-013
ROE / TCA
AREA = 1800 SQ./FT.



● CITY OF RIVERSIDE, CALIFORNIA ●

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=60'

DRAWN BY: EV DATE: 1/29/15

SUBJECT: R.O.E. / T.C.A. - 6451 LINCOLN AVENUE

**Board Meeting Agenda
May 4, 2015**

Topic: Resolution 2014/15-45 - Resolution of the Riverside Unified School District Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Action

Short Description: Resolution 2014/15-45 - Resolution of the Riverside Unified School District Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption regarding real property located at 18945 Van Buren Boulevard, Riverside.

DESCRIPTION OF AGENDA ITEM:

The Riverside Unified School District (District) desires to acquire 9.96 acres of vacant land located at 18945 Van Buren Boulevard, Riverside. The property is located on the west side of Wood Road and immediate adjacent to the District’s Martin Luther King Jr. High School. Negotiations are continuing with the land owner and a Purchase and Sale Agreement is anticipated to be considered by the Board of Education on June 1, 2015.

Prior to commencement of the project to acquire the subject property, the District must comply with the California Environmental Quality Act (CEQA). The California Code of Regulations (Article 19 of Title 14) sets forth categorical exemptions to CEQA, including Section 15301. Section 15301 provides that a key consideration in determining whether a project is exempt from CEQA is whether the project involves negligible or no expansion of an existing use. The subject property is currently an citrus grove. The District plans to purchase the subject property are to meet future property needs; therefore, the current acquisition of the property involves negligible or no expansion of use of the property.

Should the District decide at a future date to develop the property in conjunction with a school facility project or otherwise, the District will fully comply with CEQA, the procedures required by the California Department of Education and the Department of Toxic Substances Control.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution 2014/15-45 - Resolution of the Riverside Unified School District Finding the Acquisition of Real Property Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption.

ADDITIONAL MATERIAL: 1) Resolution 2014/15-45

Attached: Yes

RESOLUTION NO. 2014/2015-45

RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE SCHOOL DISTRICT FINDING THE ACQUISITION OF REAL PROPERTY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE FILING AND RECORDATION OF A NOTICE OF EXEMPTION

WHEREAS, the Riverside School District (“District”) desires to acquire 9.96 acres of vacant land located at 18945 Van Buren Boulevard, Riverside, California (located on the west side of Wood Road in the vicinity of Van Buren Boulevard and Wood Road, APN 266-040-050, a depiction of which is attached as Exhibit “A” (“Property”) from John J. and Janet A. Gless (“Project”); and

WHEREAS, prior to commencement of the Project, the District must comply with the California Environmental Quality Act (“CEQA”); and

WHEREAS, categorical exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations (“CEQA Guidelines”); and

WHEREAS, CEQA Guidelines Section 15301 sets forth an exemption from CEQA for improvements upon existing facilities where the project consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination; and

WHEREAS, Section 15301 further provides that the key consideration in determining whether a project is exempt from CEQA under said exemption category is whether the project involves negligible or no expansion of an existing use; and

WHEREAS, the District plans to purchase the Property to meet its future property needs; therefore, the Project only involves the purchase of the Property with negligible or no expansion of use of the Property; and

WHEREAS, should the District decide at a future date to develop the Property in conjunction with a school facility project or otherwise, the District will conduct and implement any and all necessary site development procedures, inspections, and evaluation, including but not limited to CEQA compliance and California Department of Education (“CDE”) and Department of Toxic Substances Control (“DTSC”) school site regulation compliance, prior to approving any such development of the Property; and

WHEREAS, the Property is not located in an area of statewide, regional, or areawide concerns as identified in CEQA Guidelines Section 15206(b)(4); and

WHEREAS, the District has considered whether the Project may have significant impacts on the environment; and

WHEREAS, the District held a public hearing on May 4, 2015 regarding the Project; and

WHEREAS, the District has concluded, through its own independent review and analysis of the Project, that the Project will not have a significant impact on the environment.

NOW, THEREFORE, the Board of Education of the Riverside School District hereby finds, determines, declares, orders and resolves as follows:

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

Section 2. That the District has considered whether the Project may have significant impacts on the environment.

Section 3. That the District has concluded, after reviewing the Project through its own independent review and analysis, that the Project will not have a significant impact on the environment.

Section 4. That the Project will not result in damage to scenic resources pursuant to Public Resources Codes Section 21084.

Section 5. That the Property is not located in an area of statewide, regional, or areawide concerns as identified in CEQA Guidelines Section 15206(b)(4).

Section 6. That the Project is subject to CEQA Guidelines Section 15301 and is therefore exempt from CEQA.

Section 7. That the District's Superintendent, or the Superintendent's designee, is instructed to file and/or record a Notice of Exemption from the California Environmental Quality Act, consistent with this Resolution, attached hereto as Exhibit "B," with any and all appropriate public agencies or entities, subject only to minor, non-substantive revisions, if necessary.

Section 8. This Resolution shall take effect immediately upon adoption.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Riverside School District on the fourth day of May, 2015, by the following vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENT: _____

President of the Governing Board of the
Riverside School District

Attested to:

Clerk of the Governing Board of the
Riverside School District

EXHIBIT "A"
DEPICTION OF PROPERTY

APN 266040050
18945 Van Buren Blvd
Riverside



MLK HS	●	18945 Van Buren (Grove)	●
RUSD-Owned storm retention basin	●		

Grove Parcel

Zoned: High Density Residential, Multi-Family Residential (R-3-1500)

Specific Plan: Orangecrest Specific Plan (OSP)

Acres: 9.69

EXHIBIT "B"
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

TO: : Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Assessor-County Clerk-Recorder
County of Riverside
4080 Lemon St, 1st Floor
Riverside, CA 92501

FROM:

RIVERSIDE UNIFIED SCHOOL DISTRICT
3380 14th Street
Riverside, CA 92501

Project Title: ACQUISITION OF REAL PROPERTY

Project Location - Specific: 9.96 acres of vacant land located at 18945 Van Buren Boulevard, Riverside, California (located on the west side of Wood Road in the vicinity of Van Buren Boulevard and Wood Road, APN 266-040-050 ("Property"))

Project Location - City: Riverside

Project Location - County: Riverside

Description of Project:

Riverside Unified School District proposes to acquire the Property.

Name of Public Agency Approving Project: RIVERSIDE UNIFIED SCHOOL DISTRICT

Name of Person or Agency Carrying Out Project: RIVERSIDE UNIFIED SCHOOL DISTRICT

Exempt Status: (check one)

- Ministerial (Sec. 21080(a)(1); 15268(b));
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State Type and section number:
(1) Operation and minor alteration of existing facilities [15301]
- Statutory Exemptions. State Code number:

Reasons why project is exempt:

Riverside Unified School District proposes to purchase the Property. The Project will not involve any changes to the Property. The Project will not cause a substantial adverse change in the significance of a historical resource. The Project will not involve the use of significant amounts of hazardous substances. The Property is not located in an area of statewide, regional, or area-wide concern identified in CEQA Guidelines Section 15206(b)(4). The Project is not subject to any of the exceptions to exemption set forth in CEQA Guidelines section 15300.2.

Lead Agency Contact Person: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Area Code/Telephone/Ext.: (951) 788-7135

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant



Riverside Unified School District

3380 14th Street • Riverside, CA • 92501

Board Meeting Agenda May 4, 2015

Topic: Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption

Presented by: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible

Cabinet Member: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Action

Short Description: Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption regarding real property located at 9174 Indiana Avenue, Riverside.

DESCRIPTION OF AGENDA ITEM:

The Riverside Unified School District (District) desires to acquire 10.04 acres of vacant land known as Assessor's Parcel Number (APN) 223-09-2028 in Riverside (New Property). The property is located at Central and Victoria Avenues near Riverside Polytechnic High School. Negotiations are continuing with the land owner and a Purchase and Sale Agreement is anticipated to be considered by the Board of Education on June 1, 2015. As part of the consideration for the acquisition of the land, the District desires to convey approximately 7.0 acres of District owned land located at 9174 Indiana Avenue, Riverside (District Property).

Prior to commencement of the project to exchange the District Property for the New Property, the District must comply with the California Environmental Quality Act (CEQA). The California Code of Regulations (Article 19 of Title 14) sets forth categorical exemptions to CEQA, including Section 15301. Section 15301 provides that a key consideration in determining whether a project is exempt from CEQA is whether the project involves negligible or no expansion of an existing use. The subject property is currently an citrus grove. The District plans to purchase the subject property are to meet future property needs; therefore, the current acquisition of the property involves negligible or no expansion of use of the property.

Action Agenda — Page 1

Should the District decide at a future date to develop the property in conjunction with a school facility project or otherwise, the District will fully comply with CEQA, the procedures required by the California Department of Education and the Department of Toxic Substances Control.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution 2014/15-36 - Resolution of the Riverside Unified School District Finding the Exchange of Real Property is Exempt from the California Environmental Quality Act and Approving the Filing and Recording of a Notice of Exemption.

ADDITIONAL MATERIAL: 1) Resolution 2014/15-36

Attached: Yes

RESOLUTION NO. 2014/2015-36

RESOLUTION OF THE BOARD OF EDUCATION OF THE RIVERSIDE SCHOOL DISTRICT FINDING THE EXCHANGE OF REAL PROPERTY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE FILING AND RECORDATION OF A NOTICE OF EXEMPTION

WHEREAS, the Riverside School District (“District”) owns approximately 7.0 acres of land located at 9174 Indiana Ave., Riverside, California 92506, Riverside County APNs 233-170-001 and 233-180-007, a depiction of which is attached hereto as Exhibit “A” (“District Property”); and

WHEREAS, the District desires to convey the District Property to Steven Walker Communities, Inc. (“SWC”) in exchange for approximately 10.04 acres of land located at the northeast corner of Central Ave. and Victoria Ave., Riverside, California 92506, Riverside APN 223-09-2028, a depiction of which is attached hereto as Exhibit “B” (“SWC Property”) (“Project”)

WHEREAS, prior to commencement of the Project, the District must comply with the California Environmental Quality Act (“CEQA”); and

WHEREAS, categorical exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations (“CEQA Guidelines”); and

WHEREAS, CEQA Guidelines Section 15312 sets forth an exemption from CEQA for sales of surplus government property; and

WHEREAS, the Project consists of the sale of the District Property by the District pursuant to CEQA Guidelines Section 15312; and

WHEREAS, CEQA Guidelines Section 15301 sets forth an exemption from CEQA for improvements upon existing facilities where the project consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination; and

WHEREAS, Section 15301 further provides that the key consideration in determining whether a project is exempt from CEQA under said exemption category is whether the project involves negligible or no expansion of an existing use; and

WHEREAS, the District plans to purchase the SWC Property to meet its future property needs; therefore, the Project only involves the purchase of the SWC Property with negligible or no expansion of use of the SWC Property; and

WHEREAS, should the District decide at a future date to develop the SWC Property in conjunction with a school facility project or otherwise, the District will conduct and implement any and all necessary site development procedures, inspections, and evaluation, including but not limited to CEQA compliance and California Department of Education (“CDE”) and Department of Toxic Substances Control (“DTSC”) school site regulation compliance, prior to approving any such development of the SWC Property; and

WHEREAS, neither the District Property nor the SWC Property is located in an area of statewide, regional, or areawide concerns as identified in CEQA Guidelines Section 15206(b)(4); and

WHEREAS, the District has considered whether the Project may have significant impacts on the environment; and

WHEREAS, the District held a public hearing on May 4, 2015 regarding the Project; and

WHEREAS, the District has concluded, through its own independent review and analysis of the Project, that the Project will not have a significant impact on the environment.

NOW, THEREFORE, the Governing Board of the Riverside School District hereby finds, determines, declares, orders and resolves as follows:

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

Section 2. That the District has considered whether the Project may have significant impacts on the environment.

Section 3. That the District has concluded, after reviewing the Project through its own independent review and analysis, that the Project will not have a significant impact on the environment.

Section 4. That the Project will not result in damage to scenic resources pursuant to Public Resources Codes Section 21084.

Section 5. That neither the District Property nor the SWC Property is located in an area of statewide, regional, or areawide concerns as identified in CEQA Guidelines Section 15206(b)(4).

Section 6. That the Project is subject to CEQA Guidelines Section 15312, and CEQA Guidelines Section 15301 and is therefore exempt from CEQA.

Section 7. That the District's Superintendent, or the Superintendent's designee, is instructed to file and/or record a Notice of Exemption from the California Environmental Quality Act, consistent with this Resolution, attached hereto as Exhibit "B," with any and all appropriate public agencies or entities, subject only to minor, non-substantive revisions, if necessary.

Section 8. This Resolution shall take effect immediately upon adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Riverside School District on the ____ day of May, 2015, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

President of the Governing Board of the
Riverside School District

Attested to: _____
Clerk of the Governing Board of the
Riverside School District

EXHIBIT "A"

DEPICTION OF DISTRICT PROPERTY

9174 Indiana Avenue, Riverside, CA



EXHIBIT "B"
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

TO: : Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Assessor-County Clerk-Recorder
County of Riverside
4080 Lemon St, 1st Floor
Riverside, CA 92501

FROM:

RIVERSIDE UNIFIED SCHOOL DISTRICT
3380 14th Street
Riverside, CA 92501

Project Title: EXCHANGE OF REAL PROPERTY

Project Location - Specific: 9174 Indiana Ave., Riverside, California 92506, Riverside County APNs 233-170-001 and 233-180-00 (“District Property”) and corner of Central Ave. and Victoria Ave., Riverside, California 92506, Riverside APN 223-09-2028 (“Exchange Property”)

Project Location - City: Riverside

Project Location - County: Riverside

Description of Project:

Riverside Unified School District proposes to exchange the District Property for the Exchange Property.

Name of Public Agency Approving Project: RIVERSIDE UNIFIED SCHOOL DISTRICT

Name of Person or Agency Carrying Out Project: RIVERSIDE UNIFIED SCHOOL DISTRICT

Exempt Status: (check one)

- Ministerial (Sec. 21080(a)(1); 15268(b));
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State Type and section number:
(1) Operation and minor alteration of existing facilities [15301]; (2) Surplus Government Property Sales [15301]
- Statutory Exemptions. State Code number:

Reasons why project is exempt:

Riverside Unified School District proposes to exchange the District Property for the Exchange Property. The Project will not involve any changes to the Exchange Property. The Project will not cause a substantial adverse change in the significance of a historical resource. The Project will not involve the use of significant amounts of hazardous substances. The District Property and Exchange Property are not located in an area of statewide, regional, or area-wide concern identified in CEQA Guidelines Section 15206(b)(4). The Project is not subject to any of the exceptions to exemption set forth in CEQA Guidelines section 15300.2.

Lead Agency Contact Person: Michael H. Fine, Deputy Superintendent, Business Services and Governmental Relations

Area Code/Telephone/Ext.: (951) 788-7135

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

**Board Meeting Agenda
May 4, 2015**

Topic: Resolution No. 2014/15-44 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Issuance and Sale of General Obligation Refunding Bonds, Series 2015, in a Principal Amount Not To Exceed \$54,000,000, and Approving Certain Other Matters Related Thereto

Presented by: Michael Fine, Deputy Superintendent, Business Services and Governmental Relations

Responsible
Cabinet Member: Michael Fine, Deputy Superintendent, Business Services and Governmental Relations

Type of Item: Action

Short Description: The Board of Education will consider adoption of Resolution No. 2014/15-44 authorizing the issuance of the Riverside Unified School District General Obligation Refunding Bonds, Series 2015 for the purpose of refunding the Series B General Obligation Bonds, which are outstanding in the amount of \$50,840,000.

DESCRIPTION OF AGENDA ITEM:

The Board of Education will consider adoption of Resolution No. 2014/15-44 authorizing the issuance of the Riverside Unified School District General Obligation Refunding Bonds, Series 2015 (the “Bonds”) for the purpose of refunding the Series B General Obligation Bonds, which are outstanding in the amount of \$50,840,000 (the “Series B Bonds”). The resolution authorizes the issuance of the Bonds subject to the following requirements: The Bonds shall not be sold unless (a) the total net interest cost to maturity of the Bonds plus the principal amount of the Bonds will not be in excess of the total net interest cost to maturity of the Series B Bonds plus the principal amount of the Series B Bonds, and (b) annual debt service on the Bonds will be at least four percent (4%) less than overall debt service on the outstanding Series B Bonds. The resolution approves a Preliminary Official Statement for the Bonds and provides that the Preliminary Official Statement shall be returned to the Board for further review and approval if it is determined that changed circumstances require the inclusion of additional information in, or other changes to, the Preliminary Official Statement in order to satisfy the requirements of Section 15c2-12 of the Securities and Exchange Commission.

Staff has assembled a bond financing team as follows: Financial Advisor: Fieldman, Rolapp and Associates; Bond Counsel: Best Best & Krieger LLP; and Disclosure Counsel: Stradling, Yocca, Carlson & Rauth. The team has structured the Bonds with as much flexibility as possible to attract a variety of aggressive bidders. The Bonds will be repaid over same remaining maturity as the refunded Series B Bonds – 15 years – from proceeds of an annual tax levy on property within the District. Each February and August the District will use the funds collected from the property taxes to make payments to bond owners. The Bonds do not provide additional proceeds for capital facilities. However, the proceeds of the Bonds will pay the expenses incurred in connection with the issuance of the Bonds; currently estimated at \$629,000.00.

The Bonds will be reviewed by two of the major credit rating agencies. Both of the credit rating agencies are expected to issue ratings on or about May 15. The structure of the issuance allows for bond insurance if bond insurance lowers the cost of borrowing. Such insurance may be purchased on the bid date at the bidder's option and expense.

The following documents and agreements are provided as referenced in the Resolution: 1) the Preliminary Official Statement, 2) Paying Agent Agreement, 3) Escrow Agreement, 4) Cost of Issuance Custodian Agreement, and 5) Notice of Sale. Each of these documents are essentially in final form as of the preparation of this report.

All aspects of this bond issuance comply with Board Policy #3470 – Debt Management Policy.

FISCAL IMPACT: Estimated net present value savings over the remaining life of the bonds as of June 10, 2015, depending on municipal finance market conditions on the date of sale, is estimated to be as great as \$6,507,554, or 12.8% savings. Pursuant to Board Policy #3470 – Debt Management Policy, the District's minimum net present value savings over the remaining life of the bonds shall be at least 4.00% at the time of sale.

RECOMMENDATION: It is recommended that the Board of Education adopt Resolution No. 2014/15-44 – Resolution of the Board of Education of the Riverside Unified School District Authorizing the Issuance and Sale of General Obligation Refunding Bonds, Series 2015, in a Principal Amount Not To Exceed \$54,000,000.

ADDITIONAL MATERIAL: 1) Resolution No. 2014/15-44, 2) Preliminary Official Statement, 3) Paying Agent Agreement, 4) Escrow Agreement, 5) Cost of Issuance Custodian Agreement, and 6) Notice of Sale

Attached: Yes

RESOLUTION NO. 2014/2015-44

RESOLUTION OF THE BOARD OF EDUCATION OF RIVERSIDE UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$54,000,000, AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, Riverside Unified School District (the “District”), has heretofore issued its bonds designated “Riverside Unified School District General Obligation Bonds, Election of 2001, Series B” in the initial aggregate principal amount of \$65,000,000 (the “Prior Bonds”), all of which were issued as current interest bonds; and

WHEREAS, the Prior Bonds were issued on April 19, 2006 pursuant to Resolution No. 2005/06-90 adopted by the Board of Education of the District (the “Board of Education”) on March 20, 2006 on its own behalf (the “Series 2006 Bond Resolution”); and

WHEREAS, U.S. Bank National Association is the Paying Agent for the Prior Bonds; and

WHEREAS, pursuant to Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the “Refunding Law”), the Board of Education may authorize the issuance of bonds for the purpose of refunding the outstanding Prior Bonds upon complying with and satisfying the requirements of the Refunding Law; and

WHEREAS, the Board of Education has determined that prudent management of the fiscal affairs of the District requires that refunding bonds be issued pursuant to the Refunding Law for the purpose of defeasing and refunding the Prior Bonds; and

WHEREAS, pursuant to the Refunding Law, such refunding bonds may be issued only if the total net interest cost to maturity on such refunding bonds plus the principal amount thereof is not in excess of the total net interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds, but, subject to the limitations stated above, the principal amount of such refunding bonds may be more than the principal amount of the Prior Bonds; and

WHEREAS, the Board of Education has determined that it should authorize the issuance and sale of general obligation refunding bonds which are to be issued to refund the Prior Bonds upon the terms and conditions set forth in this Resolution, and which shall be denominated “Riverside Unified School District General Obligation Refunding Bonds, Series 2015” (the “Bonds”); and

WHEREAS, in order to accomplish the refunding of the Prior Bonds, a portion of the proceeds of the Bonds may be used to purchase direct general obligations of the United States of America, or obligations on which the payment of principal of and interest are guaranteed by the United States of America, and cash, and such securities and cash will be deposited in an escrow fund pursuant to the terms of an Escrow Agreement, relating to the defeasance and refunding of

the Prior Bonds being refunded by the Bonds between the District and U.S. Bank National Association, as Escrow Agent; and

WHEREAS, the District has determined that the Bonds should be offered for sale on a competitive basis and there has been presented to the District a form of notice of sale to be used in connection with the sale thereof; and

WHEREAS, the Board of Education has determined, and does hereby declare, that it is necessary and desirable that the Bonds be issued and sold for the purposes which are authorized by and on the terms and conditions set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF EDUCATION OF RIVERSIDE UNIFIED SCHOOL DISTRICT AS FOLLOWS:

Section 1. Authorization of Bonds. The Board of Education authorizes the issuance and sale of the Bonds in an aggregate principal amount that shall not exceed \$54,000,000 for the purposes of (a) defeasing and refunding all or a portion of the Prior Bonds, and (b) paying all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, including the Costs of Issuance (as defined herein). The Bonds shall be designated “Riverside Unified School District General Obligation Refunding Bonds, Series 2015.” The Board of Education finds that the prudent management of the District’s fiscal affairs requires that the Bonds be issued pursuant to the Refunding Law for the purpose of defeasing and refunding the Refunded Bonds.

Section 2. Definitions. As used in this Resolution the terms set forth below have the following meanings:

“*Deputy Superintendent*” means the Deputy Superintendent Business Services and Governmental Relations of the District.

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

“*Bond Insurer*” means the insurance company that issues the Bond Insurance Policy, if any.

“*Bond Insurance Policy*” means a bond insurance policy or a financial guaranty insurance policy, if any, guaranteeing payment of the Principal of and interest on the Bonds when due.

“*Bond Payment Date*” means February 1 and August 1 of each year commencing February 1, 2016 with respect to the interest on the Bonds, and August 1 of each year, commencing August 1, 2016 with respect to the principal payments on the Bonds, or such other dates as may be specified in the Official Statement.

“*Bond Register*” means the books and records maintained by the Paying Agent at its principal office for the registration, exchange and transfer of the Bonds.

“*Bonds*” means the Riverside Unified School District General Obligation Refunding Bonds, Series 2015.

“*Bond Year*” means the twelve month period extending from August 2 in one calendar year to August 1 of the succeeding calendar year, both dates inclusive, the first such Bond Year commencing on the Closing Date and ending August 1, 2015.

“*Business Day*” means any day other than (i) Saturday or Sunday, or (ii) a day upon which banking institutions in the State of California, or the State of New York, or in the state in which the Paying Agent has its principal office are authorized or obligated by law or executive order to be closed.

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

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Costs of Issuance*” means all expenses relating to the issuance of the Bonds and to the calling, retiring and paying of the Refunded Bonds, including charges of the Escrow Agent and the Paying Agent in connection with the issuance of the Bonds or in connection with the redemption of the Refunded Bonds.

“*Cost of Issuance Fund*” means the Cost of Issuance Fund established pursuant to Section 10 of this Resolution and to be held by the Paying Agent for the benefit of the District into which proceeds of the sale of the Bonds will be deposited to pay the Costs of Issuance.

“*County*” means the County of Riverside.

“*Debt Service Fund*” means the fund by that name established pursuant to Section 10 of this Resolution and to be held by the Paying Agent for the benefit of the District into which *ad valorem* property tax revenues will be deposited to pay principal of and interest on the Bonds.

“*Depository*” means DTC or a substitute securities depository acting as Depository pursuant to Section 4(c) hereof.

“*District*” means Riverside Unified School District.

“*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the Depository for the Bonds.

“*Escrow Agent*” means U.S. Bank National Association, in its capacity as the Escrow Agent pursuant to the Escrow Agreement.

“*Escrow Agreement*” means the Escrow Agreement relating to the defeasance and refunding of the Prior Bonds by and between the District and U.S. Bank National Association, as Escrow Agent.

“Federal Securities” means (i) cash, and (ii) direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

“Information Services” means the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board at www.emma.msrb.org; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the Superintendent or the Deputy Superintendent may designate in writing to the Paying Agent.

“Maturity Date(s)” means the maturity date specified in each of the Bonds as the date when the Principal thereof is payable.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 4(c) hereof.

“Official Statement” means the Official Statement relating to the Bonds.

“Outstanding” means, at any time, all Bonds theretofore, or thereupon being, authenticated and delivered by the Paying Agent except (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Bonds with respect to which all liability of the District shall have been discharged; (c) Bonds for the transfer or exchange of, or in lieu of, or in substitution for, which other Bonds shall have been authenticated and delivered by the Paying Agent; and (d) Bonds that have become due (at maturity, or redemption, or otherwise) and for the payment of which sufficient monies, including interest accrued to the due date, are held by the Paying Agent.

“Owner,” “Owners,” “Bond Owner” or *“Bond Owners”* means an Owner or Owners of the Outstanding Bonds as recorded in the Bond Register.

“Participants” means those broker-dealers, banks and other financial institutions for which the Depository, from time to time, holds book-entry certificates as securities depository.

“Paying Agent” means the Treasurer (as defined herein), or such financial institution as may be appointed by the District to serve as Paying Agent for the Bonds.

“Paying Agent Agreement” means the Paying Agent Agreement to be entered into between the District and the Paying Agent.

“Principal” or *“Principal Amount”* means, with respect to any Bond, the principal or principal amount thereof.

“Prior Bonds” means the Series 2006B Bonds.

“Rebate Fund” means the fund by that name established by Section 13 hereof.

“*Record Date*” means the close of business on the 15th day of the calendar month preceding each Bond Payment Date.

“*Redemption Date*” shall have the meaning given such term in the Escrow Agreement.

“*Redemption Notice*” means a notice of the redemption of the Bonds given by the Paying Agent to the Owners of the Bonds pursuant to Section 4(b)(iv) hereof.

“*Refunded Bonds*” means any maturity of the Prior Bonds to be refunded by the proceeds of the Bonds.

“*Refunding Law*” means Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580) of Chapter 3 or Part 1 of Division 2 of Title 5 of the California Government Code.

“*Resolution*” means this resolution.

“*Series 2006B Bonds*” means the outstanding Riverside Unified School District Election of 2001 General Obligation Bonds, Series B, which were issued on April 19, 2006 and are outstanding in the aggregate principal amount of \$50,840,000.

“*Series 2006B Bonds Debt Service Fund*” means the Debt Service Fund held by the Paying Agent pursuant to the Series 2006B Bond Resolution into which *ad valorem* tax revenues are deposited by the Treasurer for the purpose of paying principal of and interest on the outstanding Series 2006B Bonds.

“*Superintendent*” mean the Superintendent of the District.

“*Term Bonds*” means Bonds designated as Term Bonds pursuant to the Official Statement and which are subject to mandatory redemption, without premium, prior to their stated Maturity Dates at the Principal Amount thereof on each August 1 or February 1, commencing in the year or years specified in the Official Statement.

“*Treasurer*” means the Treasurer-Tax Collector of the County of Riverside.

Section 3. Terms and Conditions of Sale. Subject to the provisions of the two succeeding paragraphs, the Superintendent or the Deputy Superintendent is hereby authorized to cause the sale of the Bonds pursuant to this Resolution.

The Bonds shall not be sold unless (a) the total net interest cost to maturity of the Bonds plus the principal amount of the Bonds will not be in excess of the total net interest cost to maturity of the Refunded Bonds plus the principal amount of the Refunded Bonds, and (b) the debt service savings on the Bonds is satisfactory to the Superintendent or the Deputy Superintendent. The final maturity of the Bonds shall not exceed the final maturity of the Refunded Bonds.

The Costs of Issuance are estimated not to exceed 3% (three percent) of the principal amount of the Bonds. The estimated Costs of Issuance which are the “designated costs of issuing

the refunding bonds” as defined in Section Code Section 53550(f) of the Refunding Law include, but are not limited to the fees and expenses of bond counsel, disclosure counsel, financial advisor, the underwriter, rating agencies, the paying agent, bond registrar, escrow agent, verification agent, printing expenses and the cost of municipal bond insurance, if necessary. The District may further pay for any other expense necessary to call and redeem the Refunded Bonds.

The District hereby authorizes the sale of the Bonds at competitive sale pursuant to and consistent with the terms and conditions of this Resolution. The terms of the Bonds are hereby established as follows: (i) the final principal amount of the Bonds shall not exceed \$54,000,000 in the aggregate; and (ii) the Superintendent and Deputy Superintendent are each hereby authorized and directed to award the sale of the Bonds to the bidder with the lowest true interest cost.

Following publication of the Notice of Intention to Sell Securities and the distribution of the Official Notice of Sale as provided for in Section 26 below and the receipt of competitive bids for the sale of the Bonds, the Superintendent and Deputy Superintendent may accept or reject all or any of the bids received on the Bonds. In any event, if the Superintendent and Deputy Superintendent, in consultation with the District’s Financial Advisor, determines that a competitive sale of the bonds would not be likely to produce the best financial result for the District, the Superintendent and Deputy Superintendent are hereby authorized to negotiate the sale of the Bonds with one or more underwriters (the “Underwriter”). So long as the net present value savings to be achieved shall be at least 4% of the principal amount of Prior Bonds remaining outstanding. The underwriter’s discount shall not exceed 1.50% of the principal amount of the Bonds.

Section 4. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates, Maturity Dates. The Bonds shall be issued as Bonds registered as to both principal and interest, in the denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof.

Each Bond shall be dated as of the date of delivery of the Bonds, or such date as shall appear in the Official Statement (the “Dated Date”), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the fifteenth (15th) day of the calendar month preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2016, in which event it shall bear interest from the Dated Date. The Maturity Dates of the Bonds shall be on a Bond Payment Date in such years as are designated by the Superintendent and Deputy Superintendent and stated in the Official Statement; provided, however, that the final Maturity Date of the Bonds shall not exceed the last maturity date of the Refunded Bonds.

The Bonds shall have a true interest cost that does not exceed 4.50%. Interest shall be payable on the Bond Payment Dates. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to their stated maturity as designated by the Superintendent or Deputy Superintendent and stated in the Official Statement.

(ii) Mandatory Redemption. As may be designated by the Superintendent or Deputy Superintendent and stated in the Official Statement, any Bonds issued as Term Bonds are subject to mandatory redemption without premium from funds in the Debt Service Fund prior to their stated maturity dates, at the principal amount and on such dates as shall be designated by the Superintendent or Deputy Superintendent and stated in the Official Statement.

(iii) Selection of Bonds for Redemption. Upon any optional redemption of Bonds, if less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed in such written instruction or, if no direction is given, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine to be appropriate; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of Five Thousand Dollars (\$5,000), or any integral multiple thereof. If some but not all of the Term Bonds are redeemed, the aggregate Principal Amount of the Term Bonds to be redeemed in each year shall be reduced by the aggregate Principal Amount of the Term Bonds so redeemed to be allocated among Principal Amounts on a pro-rata basis in integral multiples of Five Thousand Dollars (\$5,000).

(iv) Notice of Redemption. When redemption is authorized or required, and when the Paying Agent receives written instructions from the District and such confirmation from the District, as the Paying Agent shall require, that sufficient funds are available in the Debt Service Fund to redeem the Bonds that are to be redeemed, the Paying Agent shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers assigned to the Bonds to be redeemed, and (f) the Bond numbers of the Bonds to be redeemed, in whole or in part, and, in the case of any Bond to be redeemed in part only, the Principal Amount and stated Maturity Date of each Bond to be redeemed in part. Such Redemption Notice shall further state that on the specified redemption date there shall become due and payable upon each Bond, or portion thereof being redeemed, the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest with respect to each Bond shall cease to accrue.

The Paying Agent shall take the following actions with respect to any such Redemption Notice:

(A) At least thirty (30) but not more than forty-five (45) days prior to the redemption date, the Redemption Notice shall be given to the respective Owners of Bonds

designated for redemption by first class mail, postage prepaid, at their addresses appearing in the Bond Register.

(B) At least thirty (30) but not more than forty-five (45) days prior to the redemption date, the Redemption Notice shall be given by (1) first class mail, postage prepaid, (2) telephonically confirmed facsimile transmission, or (3) overnight delivery service, to the Depository.

(C) At least thirty (30) but not more than forty (45) days prior to the redemption date, the Redemption Notice shall be given by (1) first class mail, postage prepaid, (2) telephonically confirmed facsimile transmission, or (3) overnight delivery service, to the Information Services.

Notwithstanding anything in this Section 4(b)(iv) to the contrary, the Paying Agent shall not mail notice of any redemption of the Bonds (other than redemption pursuant to Section 4(b)(ii) hereof) unless the Paying Agent shall have on deposit, as of the date of such mailing, an amount of funds sufficient to pay in full the redemption price of all of the Bonds to be redeemed, unless such notice expressly states that any redemption be contingent upon the receipt by the Paying Agent of sufficient money to effectuate the redemption on the date set for redemption.

Neither failure to receive or failure to give any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the Bonds which are being redeemed. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP numbers of, and identify, by series and maturity, the Bonds being redeemed with such check or other transfer.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like series, tenor and maturity and of authorized denominations equal in aggregate Principal Amount to the unredeemed portion of the Principal of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and funds for the redemption of the Bonds (including interest accrued thereon to the date of redemption) having been set aside in the Debt Service Fund, the Bonds to be redeemed shall become due and payable on the redemption date specified in the Redemption Notice.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, as provided in subsections (b)(i) and (b)(ii) of this Section 4, including interest accrued thereon to such redemption date, shall be held by the Paying Agent, or by the Treasurer on behalf of the Paying Agent, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and

become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 4 shall be canceled, upon surrender thereof, and shall be delivered to the District.

(vii) Purchase of Bonds. In lieu of payment at maturity or redemption under this subsection (b), at the request of the District, monies in the Debt Service Fund may be used and withdrawn by the Paying Agent for the purchase of Outstanding Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the District may direct, but in no event may Bonds be purchased at a price in excess of the Principal Amount thereof, plus interest accrued to the date of purchase. All or any portion of any Bond purchased by the Paying Agent, in lieu of payment at maturity or redemption, shall be surrendered to and canceled by the Paying Agent and delivered to the District.

(viii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given by the District to the Paying Agent, in form satisfactory to the Paying Agent, and sufficient funds shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds, or portions thereof, plus accrued interest to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed outstanding and shall, as herein previously provided, be surrendered to the Paying Agent for cancellation.

(ix) Transfer of Funds to the Paying Agent. Prior to the redemption date selected for optional redemption of Bonds as provided in subsection (b)(i) of this Section 4, the Treasurer shall not later than the Business Day before such redemption date, transfer from the Debt Service Fund to the Paying Agent the funds required to pay the redemption prices for the Bonds selected for redemption, or if the Debt Service Fund is held by the Paying Agent, the Paying Agent shall withdraw such funds from the Debt Service Fund.

(c) Book-Entry System.

(i) Definitions. As used in this subsection (c), the terms set forth below shall have the meanings ascribed to them:

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this subsection (c). Initially, “Nominee” means Cede & Co., the nominee of DTC, the initial Depository.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) Election of Book-Entry System. The Superintendent or the Deputy Superintendent shall cause the delivery to the Depository of a separate single fully-registered

bond (which may be typewritten) for each Maturity Date of the Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository, and ownership of the Bonds, or any portion thereof, may not thereafter be transferred except as provided in this subsection (c). Each such book-entry Bond shall be delivered to the Depository on the date of delivery of the Bonds to the Underwriter.

Neither the District nor the Paying Agent shall have any responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in any such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds; (b) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption; (c) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be redeemed in the event the District redeems the Bonds in part; or (d) the payment by the Depository, or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute owner of such book-entry Bond for the purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Bond Register, or an attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the District and the Paying Agent of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions of this Resolution with respect to the Record Date, the word "Nominee" shall refer to such nominee of the Depository.

(iii) Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners thereof, as shown in the Bond Register. By executing a Letter of Representations, the District shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Bonds for the Depository's book-entry system.

(iv) Selection of Depository. In the event (a) the Depository determines not to continue to act as securities depository for book-entry Bonds; or (b) the District determines that continuation of the book-entry system is not in the best interest of the Owners of the Bonds or the District, the District shall discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Bond for each Maturity Date of such book-entry Bonds, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (vi) below. If the District fails to select another qualified securities depository to replace the Depository, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this subsection (c).

(v) Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are in book-entry form and registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on the Bonds and all notices with respect to the Bonds shall be made and given to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District, notwithstanding any inconsistent provisions of this Resolution.

(vi) Transfer of Bonds to Substitute Depository. The Bonds shall be initially issued and delivered to DTC as described in the Official Statement. Registered ownership of the Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated by the District as provided in this subsection (c) (“Substitute Depository”); provided that any successor of DTC or any Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository, or (b) a determination by the District that 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

(3) to any person, as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository, or (b) a determination by the District that DTC or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as Depository.

(4) In the case of any transfer pursuant to paragraph (1) or (2) above, upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating a Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of the Bonds then Outstanding, registered in the name of such Substitute

Depository or its Nominee, as appropriate, all as specified in such written request of the District. In the case of any transfer pursuant to paragraph (3) above, upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(vii) Partial Redemption. In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal of the Bonds maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for the failure of DTC or any Substitute Depository to make such notations or errors in making such notations.

(viii) Ownership of Bonds. The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have any responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or any Substitute Depository or its successor), except to the Owners of the Bonds, and the District and the Paying Agent may rely conclusively on the Bond Register as to the identity of the Owners of the Bonds.

Section 5. Format and Execution of Bonds. The format of the Bonds as authorized and to be issued hereunder shall be substantially in the form set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The Bonds shall be signed by the President of the Board of Education and countersigned by the Clerk of the Board of Education, in their official capacities, by their manual or facsimile signatures. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent, as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 6. Bond Registration; Transfer, Exchange and Payment.

(a) Paying Agent. The Board of Education does hereby appoint U.S. Bank National Association to act as the authentication agent, transfer agent, and paying agent for the Bonds (the "Paying Agent"). The Paying Agent may charge the District reasonable fees for performing the functions of the Paying Agent, and the District shall cause the Paying Agent to withdraw funds held in the Debt Service Fund in amounts necessary to pay such fees.

The Paying Agent may at any time resign as authentication agent, transfer agent, and paying agent by giving written notice to the District at least sixty (60) days in advance of the effective date of such resignation. Prior to the effective date of such resignation, as stated in such notice, the District shall select and appoint a successor Paying Agent. Thereafter, written notice of the Paying Agent's resignation and of the appointment of such successor Paying Agent shall be given by first class mail to the Owners of the Bonds.

The District may select a new Paying Agent at any time by giving written notice to the then current Paying Agent at least sixty (60) days prior to the effective date of appointment of the new Paying Agent. Thereafter, written notice of the successor Paying Agent's appointment shall be given by first class mail to the Owners of the Bonds.

(b) Transfer and Exchange. So long as any of the Bonds remains Outstanding, the District shall cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 4 hereof, the person in whose name a Bond is registered in the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration of such Bonds may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like series, tenor, maturity and Principal Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner, or by a person legally empowered to do so, in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner, or by a person legally empowered to do so, in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like series, tenor and of any authorized denomination or denominations requested by the Owner equal to the Principal Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same Maturity Date.

If any Bond shall become mutilated, the District, at the expense of the Owner of such Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and Principal Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner of such Bond, the District, at the expense of the Bond Owner, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like series, tenor, maturity and Principal Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory

to the Paying Agent). The Paying Agent may require payment of a reasonable fee for each new Bond delivered pursuant to this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall execute and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement, or transfer shall be canceled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly canceled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent on or before February 1 and August 1 of each year. The canceled Bonds shall be delivered to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any Bonds during a period beginning with the opening of business on the fifteenth (15th) day of the calendar month preceding any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given, or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

Section 7. Payment. Payment of interest on any Bond on any Bond Payment Date shall be made by the Paying Agent to the person appearing in the Bond Register as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check of the Paying Agent mailed to such Owner on the Bond Payment Date at his or her address as it appears in the Bond Register, or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the close of business on the Record Date. An Owner of Bonds in an aggregate Principal Amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account in the United States on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof.

Section 8. Form of Bonds. The Bonds shall be in substantially the form that is attached hereto as Exhibit "A," with such changes thereto as may be approved by the Superintendent or the Deputy Superintendent to conform the Bonds to this Resolution and the Official Statement.

Section 9. Delivery of Bonds. The Superintendent or the Deputy Superintendent and the other authorized officers of the District shall cause the Bonds to be prepared and, following their sale, shall cause the Bonds to be executed and delivered, together with a complete transcript of the proceedings with respect to the issuance of the Bonds, to the Underwriter upon payment of the purchase price for the Bonds.

Section 10. Deposit of Proceeds of Bonds. An amount of the net proceeds from the sale of the Bonds necessary to purchase Federal Securities sufficient to defease and refund the Refunded Bonds shall be transferred to the Escrow Agent for deposit in the Escrow Fund established pursuant to the Escrow Agreement, which amount shall be sufficient to purchase the Federal Securities and hold un-invested an amount or amounts of cash needed to redeem the Refunded Bonds all as set forth in a certificate of the Superintendent or the Deputy Superintendent. Proceeds of the sale of the Bonds in an amount necessary to pay all or a portion of the Costs of Issuance may be deposited in the Cost of Issuance Fund, which is hereby established and hereby held by U.S. Bank National Association, pursuant to a Cost of Issuance Custodian Agreement. The Cost of Issuance Fund shall be kept separate and distinct from all other District funds and funds of the custodian, and shall be used solely for the purpose of paying Costs of Issuance.

Any accrued interest received by the District from the sale of the Bonds shall be kept separate and apart in the Debt Service Fund, which is hereby established, and used only to make payments of the Principal of and interest on the Bonds. The Debt Service Fund may, at the discretion of the Superintendent or the Deputy Superintendent, be held by the Paying Agent. Money deposited in the respective Debt Service Fund for the Refunded Bonds that would be utilized to make the next payment of Principal of and interest on the respective series of the Refunded Bonds may be used to pay the Principal of and interest on the Bonds that is due on the next two Interest Payment Dates, or may be transferred to the Escrow Fund and applied as set forth in the Escrow Agreements. Any excess proceeds of the Bonds not needed for the purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess funds on deposit in the Debt Service Fund, any such excess funds shall be transferred to the general fund of the District. The preceding provisions of this Section 10, or any other provision of this Resolution, as they relate to the allocation and payment of monies deposited in the Debt Service Fund to pay the Principal of and interest on the Bonds that is due on the next two Interest Payment Dates, or the provisions of this Section 10 as they may relate to the application of any premium received by the District from the sale of the Bonds, may be modified in such manner as the Superintendent or the Deputy Superintendent determines to be in the best interest of the District and the Owners of the Bonds, so long as the changes to be accomplished by such modifications are in compliance with the provisions of the Refunding Law.

Except as required in Section 13 hereof to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the Principal of and the interest on the Bonds when due.

The monies in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such monies to the Depository to pay the Principal of and interest on the Bonds. The Depository will thereupon make payments of Principal of and the interest on the Bonds to the Participants who will thereupon make payments of the Principal of and interest on the Bonds to the beneficial owners of the Bonds. Any monies remaining in the Debt Service Fund after the Principal of the Bonds and the interest thereon have been paid in full, or after provision for such payment has been made, shall be transferred to the general fund of the District.

Section 11. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, the revenues from which, when collected, shall be deposited in the Debt Service Fund, and are irrevocably pledged and to be utilized for the payments of the Principal of and interest on the Bonds when and as the same are due. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 11 and Section 53559 of the California Government Code.

Section 12. Tax Covenants. The District hereby covenants that it will make no use of the proceeds of the Bonds or any other amounts that would cause the Bonds to be “arbitrage bonds” under Section 148 of the Code; and, to that end, the District covenants that it will comply with all requirements of Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Bonds and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Bonds and certain other amounts, if required, to the United States as provided in Section 13 hereof. The District further covenants to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District covenants that it shall comply with the tax certificate to be provided to the District by Bond Counsel for execution by the District on the date of issuance and delivery of the Bonds. The District covenants that it will take no action that would cause the interest on the Bonds to be included in gross income for federal income tax purposes, and that it will take all action required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 13. Rebate Fund.

(a) There shall be created and established with the Treasurer a special fund designated the Rebate Fund. All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amount shall be free and clear of any lien hereunder and shall be governed by this Section 13 and Section 12 hereof.

(b) Within 45 days of the end of each fifth year ending August 1 commencing August 1, 2019, (i) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of

the Rebate Regulations, using as the “computation date” for this purpose the end of such five-year period, and (ii) upon the District’s written direction, the Treasurer shall deposit to the Rebate Fund from deposits from the District or from amounts on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” within the meaning of this subsection (b), with respect to all or a portion of the proceeds of the Bonds (i) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Rebate Regulations, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, (ii) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a 1½% penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) of the Code are not satisfied, or (iii) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.”

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, or provision made therefor satisfactory to the Treasurer, including accrued interest and payment of any applicable fees to the Treasurer, shall be withdrawn by the Treasurer and remitted to the District.

(d) Upon the written request of the District, but subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the Treasurer shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) Not later than 60 days after the end of (A) the fifth Bond Year, and (B) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) Not later than 60 days after the retirement of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the end of such Bond Year (and any income attributable to rebatable arbitrage determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) In the event that, prior to the time of any payment of the “rebate amount” required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and direct the Treasurer in a written request of the District to deposit an amount received from the District equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the Treasurer shall withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made pursuant to this Section 13 until three years after the retirement of the last obligations of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

Section 14. Defeasance. All or any portion of the Outstanding Bonds may be defeased prior to maturity in the following ways:

(a) *Cash*: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their Maturity Dates; or

(b) *Government Obligations*: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations (as defined below), together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and monies then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their Maturity Dates; then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds or Government Obligations deposited pursuant to paragraph (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, “Government Obligations” shall mean: Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including United States Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), or “prerefunded” municipal obligations rated in the second highest rating category by Moody’s Investors Service or Standard & Poor’s Ratings Services. In the case of direct and

general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed in the second highest rating category by Standard & Poor's Ratings Services or by Moody's Investors Service.

Section 15. Official Statement. The District has caused the preparation of a Preliminary Official Statement relating to the Bonds to be used in connection with the offering and sale of the Bonds in such time and manner as are necessary to satisfy the requirements of Rule 15c2-12 of the Securities and Exchange Commission, and which is presented to this meeting. The Preliminary Official Statement, substantially in the form presented to this meeting, is hereby approved and the Superintendent or the Deputy Superintendent is hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to be used in connection with the offering and sale of the Bonds. The Superintendent or the Deputy Superintendent is hereby further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 prior to its distribution. The District hereby authorizes distribution of copies of the Preliminary Official Statement to persons who may be interested in purchasing of the Bonds. The Superintendent or the Deputy Superintendent is authorized to participate in the preparation of the final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by the Superintendent or the Deputy Superintendent. The Superintendent or the Deputy Superintendent is authorized to sign the final Official Statement on behalf of the District and to deliver the final Official Statement to the underwriter.

Section 16. Insurance. The Superintendent or the Deputy Superintendent is authorized to purchase a Bond Insurance Policy for the Bonds if the Superintendent or the Deputy Superintendent determines, in consultation with the financial advisor, that the purchase of a Bond Insurance Policy is in the best interest of the District in connection with the sale and issuance of the Bonds. In the event that a Bond Insurance Policy is purchased for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of or interest on the Bonds, the Bond Insurer shall become the Owner of such Bonds with the right to payment of the Principal or interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment of the Bonds. To evidence such subrogation (i) in the case of subrogation as to claims that are for past due interest payments, the District directs the Paying Agent to note the Bond Insurer's rights, as subrogee, in the Bond Register upon receipt of a copy of the canceled check issued by the Bond Insurer for the payment of such interest on the Bonds to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the District directs the Paying Agent to note the Bond Insurer's rights, as subrogee, in the Bond Register upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer, as directed by the Bond Insurer.

Section 17. Legislative Determinations. The Board of Education determines that all acts and conditions necessary to be performed by the Board of Education or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit of the District are pledged for the timely payment of the Principal of and interest on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds. The Board of Education further finds and determines pursuant to Section 53552 of the California Government Code that the prudent management of the fiscal affairs of the District requires that it issue the Bonds and that it may, therefore, do so without submitting the question of the issuance of the Bonds to a vote of the qualified electors of the District.

Section 18. Other Actions. The Superintendent, the Deputy Superintendent and the other officers and staff of the District are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the provisions and intent of this Resolution. Such actions heretofore taken by the Superintendent, the Deputy Superintendent and such officers and staff are hereby ratified, confirmed and approved.

The Superintendent and the Deputy Superintendent are authorized to take any and all action that is necessary, as determined and directed by Bond Counsel, to cause the Escrow Agent to transfer funds from the Escrow Fund in the amounts needed to pay the principal of and interest on the Refunded Bonds that is due on the Redemption Date and to cause the payment of the redemption prices for the Refunded Bonds, so that the Refunded Bonds will be fully redeemed and no longer outstanding, on the Redemption Date. The Superintendent and the Deputy Superintendent are also authorized to make all necessary arrangements with the Treasurer to accomplish the transfer of funds from the Debt Service Fund to the Escrow Fund in the amount, if any, that is necessary, together with proceeds of the Bonds that are to be deposited in the Escrow Fund, to cause the Refunded Bonds to be defeased and to provide for the payment of the Principal of and interest on the outstanding Prior Bonds that is due on the Redemption Date and to pay the redemption prices for the Prior Bonds to be refunded on the Redemption Date.

Section 19. Paying Agent Agreement. The Paying Agent Agreement is approved in the form presented to the Board of Education at the meeting at which this Resolution is adopted. The Superintendent or the Deputy Superintendent is authorized to execute the Paying Agent Agreement on behalf of the District.

Section 20. Escrow Agreement. The Escrow Agreement is approved in the form presented to the Board of Education at the meeting at which this Resolution is adopted. The Superintendent or the Deputy Superintendent is authorized to execute the Escrow Agreement on behalf of the District.

Section 21. Cost of Issuance Custodian Agreement. The Cost of Issuance Custodian Agreement is approved in the form presented to the Board of Education at the meeting at which

this Resolution is adopted. The Superintendent or the Deputy Superintendent is authorized to execute the Cost of Issuance Custodian Agreement on behalf of the District.

Section 22. Continuing Disclosure. The Board of Education covenants and agrees that the District will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be delivered by the District on the date of delivery of the Bonds. Any Bond Owner 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 pursuant to the Continuing Disclosure Certificate.

Section 23. Supplemental Resolutions.

(a) This Resolution and the rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the Board of Education (“Supplemental Resolution”) with the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation of any pledge of or lien upon the monies on deposit in the Debt Service Fund, superior to or on a parity with the pledge and lien created for the benefit of the Bonds, (iii) reduce the percentage of Bonds required for the amendment of this Resolution, or (iv) reduce the principal amount of or redemption premium on any Bond, or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Paying Agent without its written consent.

(b) This Resolution and the rights and obligations of the District and the Owners of the Bonds may be modified or amended at any time by a Supplemental Resolution, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District in this Resolution contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the District;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Resolution, or in regard to questions arising under this Resolution, as the District may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the rights of the Owners of the Bonds; or

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance by the District with Section 148 of the Code relating to required rebate of monies to the United States, or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with

requirements of the Code or regulations of the United States Department of the Treasury promulgated thereunder.

Any action taken pursuant to a Supplemental Resolution so consented to by the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then outstanding shall be binding on the Owners of all of the Bonds and shall not be deemed to be inconsistent with any of the provisions of this Resolution, whatever the character of such action may be, and such action may be taken and performed as fully and freely as if expressly permitted by this Resolution. After such consent relating to specified matters has been given, no Bond Owner shall have any right or interest to object to any such action or in any manner to question the propriety thereof or to enjoin or restrain the District or the Paying Agent, or any officer or agent of either thereof, from taking any action pursuant to such consent.

Section 24. Payment on Business Day. In any instance where the date of the payment of interest on or Principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or Principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 25. Unclaimed Monies. Anything contained in this Resolution to the contrary notwithstanding, any monies held by the Paying Agent in trust for the payment and discharge of the Principal of, the interest and any premium on the Bonds which remain unclaimed for two (2) years after the date when the payment of such Principal, interest and premium, if any, have become payable, if such monies were held by the Paying Agent at such date, shall be deposited by the Treasurer to the account of the District as its absolute property free from any trust, and the Treasurer and the Paying Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the District for the payment of the Principal of, interest and any premium on, their Bonds.

Section 26. Official Notice of Sale. The form of Official Notice of Sale as presented to this meeting is hereby approved and the Authorized Officers are hereby authorized and directed to execute the same in substantially the form presented to this meeting, with such changes therein as they may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 27. Publication of Notice. The Deputy Superintendent is hereby authorized and directed to publish a Notice of Intention to Sell Securities in The Bond Buyer at least 15 days prior to the date bids are to be received. The Deputy Superintendent, in cooperation with the Financial Advisor, shall cause the Official Notice Inviting Bids to be circulated among prospective bidders.

Section 28. Appointment of Professionals. The Board hereby appoints Fieldman Rolapp & Associates as financial advisor to the District, Best Best & Krieger LLP as bond counsel, Stradling Yocca Carlson & Rauth as disclosure counsel, Causey Demgen & Moore, P.C. verification agent, U.S. Bank National Association as Paying Agent for the Bonds, and Escrow Agent for the Prior Bonds and Cost of Issuance Custodian.

Section 29. Effective Date. This Resolution shall take effect upon adoption and shall remain in effect until December 31, 2015, or if the Bonds are issued prior to said date, until all of the Bonds are paid at or redeemed prior to maturity.

PASSED AND ADOPTED by the Board of Education of Riverside Unified School District at its regular meeting held on the ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Brent Lee
Clerk of the Board of Education

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Brent Lee, Clerk of the Board of Education of Riverside Unified School District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 2014/2015-44 of said Board, and that the same has not been amended or repealed.

Dated: _____, 2015.

Clerk of the Board of Education
of Riverside Unified School District

EXHIBIT A
(FORM OF BOND)

**REGISTERED
NO.**

**REGISTERED
\$**

**RIVERSIDE UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP NO:</u>
___% per annum	August 1, ____	_____, 2015	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Riverside Unified School District (the "District"), Riverside County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2016. This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 15th day of the calendar month preceding any Bond Payment Date (the "Record Date") to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2016, in which event it shall bear interest from the Dated Date set forth above. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") in the Bond Register maintained by the Paying Agent, U.S. Bank National Association. Principal is payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this Bond (or, if applicable, one or more predecessor Bonds) as shown and at the address appearing in the Bond Register as of the Record Date. The Registered Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Registered Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an authorization of Bonds issued by the District pursuant to Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Law") for the purpose of refunding certain of the outstanding bonds of the District's

General Obligation Bonds Election of 2001, Series B, and to pay all necessary legal, financial, and contingent costs in connection therewith. The Bonds are being issued under authority of and pursuant to the Refunding Law, other laws of the State of California, and the resolution of the Board of Education of the District adopted on May 4, 2015 (the "Bond Resolution"). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds are general obligations of the District.

The Bonds of this issue are comprised of \$_____ principal amount of Bonds, of which this Bond is a part.

This Bond is exchangeable and transferable for bonds of like tenor, maturity and Principal Amount (as provided in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner, or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner, or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to transfer or exchange any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption, in whole or in part.

The Bonds maturing August 1, ____ are subject to mandatory sinking fund payments on August 1, ____ through and including August 1, ____ at an amount equal to the principal amount thereof plus accrued interest to the date of such sinking fund payment.

As provided in the Resolution, notice of redemption shall be mailed by the Paying Agent by first class mail at least thirty (30) but not more than forty-five (45) days prior to the redemption date to the respective owners of the Bonds so designated for redemption at their addresses appearing on the registration books of the Paying Agent, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Resolution, interest shall cease to accrue hereon from and after the date fixed for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; that due provision has been made for levying and collecting *ad valorem* taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due; and that for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution unless and until the Certificate of Authentication set forth on the following page has been dated and signed on behalf of the Paying Agent.

IN WITNESS WHEREOF, Riverside Unified School District has caused this Bond to be executed on behalf of the District by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, all as of the date stated above.

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
President of the Board of Education of
Riverside Unified School District

COUNTERSIGNED:

Clerk of the Board of Education of
Riverside Unified School District

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2015.

U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers this Bond to (print or typewrite name, address and zip code of Transferee):

_____ and irrevocably constitutes and appoints _____ attorney to transfer this Bond on the books for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

Commercial bank, trust company
or member of a national
securities exchange.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____.

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the Registered Owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Best Best & Krieger LLP in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

Clerk of the Board of Education of
Riverside Unified School District

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2015
NEW ISSUE—FULL BOOK-ENTRY

RATINGS: Moody's: "___"
S&P: "___"

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

In the opinion of Best Best & Krieger LLP, Riverside, California, Bond Counsel, subject, however, to certain qualifications described in this Official Statement, under existing law, the interest on the 2015 Bonds is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the federal alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, interest on the 2015 Bonds is exempt from State of California personal income taxes. See "LEGAL MATTERS—Tax Matters" herein.

\$54,000,000*

**RIVERSIDE UNIFIED SCHOOL DISTRICT
(RIVERSIDE COUNTY, CALIFORNIA)
2015 GENERAL OBLIGATION REFUNDING BONDS**

Dated: Date of Delivery

Due: As shown on the inside cover

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.

The \$54,000,000* Riverside Unified School District, Riverside County, California, 2015 General Obligation Refunding Bonds (the "2015 Bonds") are being issued by the District to (i) refund certain of the District's outstanding General Obligation Bonds, as more particularly described herein, and (ii) pay the costs of issuing the 2015 Bonds. See "INTRODUCTION—Purpose of Issue" and "THE 2015 BONDS—Application and Investment of 2015 Bond Proceeds and *Ad Valorem* Taxes" herein.

The 2015 Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property within the District. The Board of Supervisors of Riverside County is empowered and is obligated to levy *ad valorem* taxes, without limitation as to rate or amount, upon all property within the District subject to taxation by the District (except certain personal property which is taxable at limited rates), for the payment of interest on and principal of the 2015 Bonds when due. The District has other outstanding general obligation bonds which are secured by and payable from *ad valorem* taxes levied on taxable property within the District. See "SECURITY FOR THE 2015 BONDS" and "TAX BASE FOR REPAYMENT OF BONDS—*Ad Valorem* Property Taxation" herein.

The 2015 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 (collectively referred to herein as "DTC"). Payments of principal of and interest on the 2015 Bonds will be paid by U.S. Bank National Association, as the paying agent, authenticating agent and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants (defined herein) who will remit such payments to the beneficial owners of the 2015 Bonds. See "THE 2015 BONDS—Book-Entry Only System" herein.

The 2015 Bonds will be dated their date of delivery. Interest on the 2015 Bonds accrues from their dated date and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2015.

The 2015 Bonds are subject to mandatory sinking fund redemption prior to maturity as described herein. See "THE 2015 BONDS—Redemption of Bonds" herein.

THE 2015 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT AND DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2015 BONDS.

**MATURITY SCHEDULE
(See Inside Front Cover)**

The 2015 Bonds were sold by competitive bid on _____, 2015 to _____. The 2015 Bonds are subject to the approval of legality by Best Best & Krieger LLP, Riverside, California, Bond Counsel. Certain matters will be passed on for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, Disclosure Counsel. The 2015 Bonds, in book-entry form, will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about June 10, 2015.

Dated: May ___, 2015

* Preliminary, subject to change.

MATURITY SCHEDULE

BASE CUSIP[†] NO. _____

\$54,000,000*

**RIVERSIDE UNIFIED SCHOOL DISTRICT
(RIVERSIDE COUNTY, CALIFORNIA)
2015 GENERAL OBLIGATION REFUNDING BONDS**

<i>Maturity (August 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>CUSIP[†]</i>
--------------------------------	-----------------------------	--------------------------	--------------	--------------------------

\$ _____ % Term Bonds due August 1, _____, Yield: _____%, CUSIP[†] _____

[†] 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 © 2015 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. The District does not take any responsibility for the accuracy of such numbers.

* Preliminary, subject to change.

This Official Statement does not constitute an offering of any security other than the original offering of the 2015 Bonds. 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 issuance and sale of the 2015 Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Section 3(a)2 and 3(a)12, respectively, for the issuance and sale of municipal securities. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy 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.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

Certain information set forth herein, other than that provided by the District, has been obtained from sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District since the date hereof.

In connection with this offering, the Purchaser may overallocate or effect transactions which stabilize or maintain the market prices of the 2015 Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Purchaser may offer and sell the 2015 Bonds to certain securities dealers and dealer banks and banks acting as agent at prices lower than the public offering prices stated on the cover page hereof and said public offering prices may be changed from time to time by the Purchaser.

The District maintains a website. However, the information presented there is not part of this Official Statement, is not incorporated herein, and should not be relied upon in making an investment decision with respect to the 2015 Bonds.

RIVERSIDE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Kathy Y. Allavie, President
Tom Hunt, Vice President
Brent Lee, Clerk
Gayle Cloud, Member
Patricia Lock-Dawson, Member

DISTRICT ADMINISTRATION

David Hansen, Ed.D., Superintendent
Michael H. Fine, Deputy Superintendent. Business Services and Government Relations
Sandra L. Meekins, Director of Business Services

PROFESSIONAL SERVICES

BOND COUNSEL

Best Best & Krieger LLP
Riverside, California

DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth, a Professional Corporation
Newport Beach, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates, Inc.
Irvine, California

PAYING AGENT/ESCROW AGENT

U.S. Bank National Association
Los Angeles, California

VERIFICATION AGENT

Causey Demgen & Moore, P.C.
Denver, Colorado

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\$54,000,000*
RIVERSIDE UNIFIED SCHOOL DISTRICT
(RIVERSIDE COUNTY, CALIFORNIA)
2015 GENERAL OBLIGATION REFUNDING BONDS

INTRODUCTION

This Official Statement (which includes the cover page, the Table of Contents and the Appendices attached hereto) is furnished by the Riverside Unified School District (the “District”), located in Riverside County, California, to provide information concerning the \$54,000,000* Riverside Unified School District, Riverside County, California, 2015 General Obligation Refunding Bonds (the “2015 Bonds”).

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 2015 Bonds to potential investors is made only by means of the entire Official Statement.

The District

The District is a unified school district encompassing an area of approximately 92 square miles and located in the northwestern portion of Riverside County approximately 47 miles east of the Los Angeles civic center. The District encompasses major portions of the City of Riverside. The District was established in 1963 through the unification of the Riverside City School District (which was founded in 1887) and the Riverside City High School District. The District serves approximately 42,000 students. The District operates twenty-nine elementary schools, seven middle schools, five high schools, two alternative high schools, one virtual school, one adult school, one special education preschool and one STEM Academy.

The District is governed by a five-member Board of Education (the “Board”), each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. The management and policies of the District are administered by a Board appointed Superintendent who is responsible for the day-to-day operations and the supervision of other key personnel. See “THE DISTRICT.”

Purpose of Issue

Proceeds from the 2015 Bonds will be used to: (i) refund the District’s outstanding General Obligation Bonds, 2001 Election, Series 2006B (the “Refunded Bonds”), and (ii) pay the costs of issuing the 2015 Bonds. See “THE 2015 BONDS—Application and Investment of 2015 Bond Proceeds and *Ad Valorem* Taxes” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

Sources of Payment for the 2015 Bonds

Ad Valorem Taxes. The 2015 Bonds are general obligation bonds of the District. The Board of Supervisors of the County of Riverside has the power and is obligated annually to levy *ad valorem* taxes for the payment of the 2015 Bonds and the interest thereon upon all property within the District subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates). See “SECURITY FOR THE 2015 BONDS” herein.

* Preliminary, subject to change.

THE 2015 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT AND DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2015 BONDS.

Description of the 2015 Bonds

Maturity Dates. The 2015 Bonds will mature on August 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement.

Payment Dates. The 2015 Bonds will be dated their date of delivery. Interest on the 2015 Bonds accrues from their dated date at the rates set forth on the inside cover page of this Official Statement, and is payable semiannually on each February 1 and August 1, commencing August 1, 2015 (each, a “Bond Payment Date”). The principal amount of the 2015 Bonds is payable at maturity or at earlier redemption upon surrender of the applicable 2015 Bond for payment.

Registration. The 2015 Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the 2015 Bonds (the “Beneficial Owners”) in authorized denominations, under the book-entry only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the 2015 Bonds. See “THE 2015 Bonds—Book-Entry Only System” and Appendix E—“BOOK-ENTRY ONLY SYSTEM” herein.

Denominations. The 2015 Bonds will be issued and beneficial ownership interests may be purchased by Beneficial Owners in denominations of \$5,000 or any integral multiple thereof.

Redemption. The 2015 Bonds are subject to redemption prior to maturity. See “THE 2015 BONDS—Redemption Provisions” herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, Riverside, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions and assuming compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2015 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2015 Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS—Tax Matters” herein.

Authority for Issuance of the 2015 Bonds

The 2015 Bonds are issued pursuant to certain provisions of the State of California Government Code, as well as other applicable law, and pursuant to a resolution adopted by the Board of Education of the District. See “THE 2015 BONDS—Authority for Issuance” herein.

Offering and Delivery of the 2015 Bonds

The 2015 Bonds are offered when, as and if issued, subject to approval as to the validity by Bond Counsel. It is anticipated that the 2015 Bonds will be available for delivery through the facilities of DTC in New York, New York on or about June 10, 2015.

Continuing Disclosure

The District will covenant for the benefit of bondholders and Beneficial Owners to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events in compliance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission. The specific nature of the information to be made available and the enumerated events are summarized below under the caption “CONTINUING DISCLOSURE” and set forth in Appendix C—“FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

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 THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Professionals Involved in the Offering

Best Best & Krieger LLP is acting as Bond Counsel and Stradling Yocca Carlson & Rauth, a Professional Corporation, is acting as Disclosure Counsel to the District with respect to the 2015 Bonds. Causey, Demgen & Moore, P.C., Denver, Colorado, is acting as verification agent with respect to the 2015 Bonds. Fieldman, Rolapp & Associates, Inc., Irvine, California is serving as financial advisor to the District in connection with the issuance of the 2015 Bonds. The fees paid to these consultants are contingent upon the sale and delivery of the 2015 Bonds.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the 2015 Bonds are available from the Riverside Unified School District, 3380 14th Street, Riverside, California 92501, telephone: (951) 788-7135. The District may impose a charge for copying, mailing and handling.

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 herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2015 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the 2015 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion,

whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness 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 2015 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

All terms used herein and not otherwise defined shall have the meanings given such terms in the Bond Resolution (as defined below).

THE 2015 BONDS

Authority for Issuance

The 2015 Bonds are being issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code of the State of California (the “Refunding Act”), and pursuant to a resolution adopted by the Board of Education of the District on May 4, 2015 (the “Bond Resolution”).

Security and Sources of Payment

The 2015 Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes. Such taxes will be levied annually by the Board of Supervisors of the County in addition to all other taxes during the period that the 2015 Bonds are outstanding in an amount sufficient to pay the principal of and interest on the 2015 Bonds when due. See “SECURITY FOR THE 2015 BONDS” and “TAX BASE FOR REPAYMENT OF 2015 BONDS.” Such taxes, when collected, will be placed by the County in the Debt Service Fund (as defined herein), which fund is segregated and maintained by the County. The Debt Service Fund is irrevocably pledged for the payment of principal of and interest on the 2015 Bonds when due. Although the Board of Supervisors of the County is obligated to levy *ad valorem* taxes for the payment of the 2015 Bonds, and will maintain the Debt Service Fund pledged to the repayment of the 2015 Bonds, the 2015 Bonds are not a debt of the County.

Moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the 2015 Bonds as such principal and interest becomes due and payable, will be transferred to the Paying Agent (defined below). The Paying Agent will, in turn, transfer the funds to DTC, which is to distribute the principal and interest payments due on the 2015 Bonds to DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the 2015 Bonds. See “THE 2015 BONDS—Book-Entry Only System.”

Description of the 2015 Bonds

The 2015 Bonds will be dated their date of delivery. Interest on the 2015 Bonds accrues from their dated date, and is payable semiannually on each Bond Payment Date, commencing August 1, 2015, at the annual interest rates shown on the inside cover page of this Official Statement. The 2015 Bonds are issuable in denominations of \$5,000 or any integral multiple thereof. Interest will accrue on the 2015 Bonds on the basis of a 360-day year comprised of twelve 30 day months.

Paying Agent

U.S. Bank National Association will act as paying agent, authenticating agent and transfer agent (the “Paying Agent”) for the 2015 Bonds. If the Paying Agent resigns or is removed by the District, a successor Paying Agent will be appointed by the District.

Application and Investment of 2015 Bond Proceeds and Tax Revenues

The 2015 Bonds are being issued to: (i) refund all of the Refunded Bonds and (ii) pay the costs of issuing the 2015 Bonds.

A portion of the proceeds from the sale of the 2015 Bonds will be deposited into an escrow fund (the “Escrow Fund”) to refund all of the Refunded Bonds. The Escrow Fund is to be created and maintained by U.S. Bank National Association, as escrow agent (the “Escrow Agent”), under a certain Escrow Agreement, by and between the District and the Escrow Agent, for the purpose of refunding the Refunded Bonds. See “SOURCES AND USES OF FUNDS.”

Moneys in the Escrow Fund will be invested in cash and/or non-callable direct obligations of the United States Treasury 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. Causey, Demgen & Moore, P.C., independent certified public accountants, acting as verification agent (the “Verification Agent”) with respect to the Escrow Fund, will certify that the proceeds of the 2015 Bonds, along with the interest earnings thereon, if any, will be sufficient: (i) to pay the interest due on the Refunded Bonds to and including August 1, 2015 and (ii) to redeem the Refunded Bonds on August 1, 2015 at a redemption price equal to 101% the principal amount thereof.

Amounts on deposit in the Escrow Fund are not available to pay debt service on the 2015 Bonds.

Amounts which the District determines are required to be rebated to the federal government will be deposited in the Riverside Unified School District 2015 General Obligation Refunding Bonds Rebate Fund (the “Rebate Fund”) established under the Bond Resolution.

Investment of Moneys in Funds. Moneys in the Riverside Unified School District 2015 General Obligation Refunding Bonds Debt Service Fund (the “Debt Service Fund”), established under the Bond Resolution, are to be used only for payments of principal of and interest on the 2015 Bonds and may be invested in any one or more investments which are lawful investments for school districts under the laws of the State of California.

It is anticipated that moneys in the Debt Service Fund and the Rebate Fund will be invested in the Riverside County Treasury Pool. See APPENDIX F – “COUNTY OF RIVERSIDE POOLED INVESTMENT FUND.”

Redemption of 2015 Bonds

No Optional Redemption. The 2015 Bonds are not subject to optional redemption prior to their stated maturities.

Mandatory Sinking Fund Redemption. The 2015 Bonds maturing on August 1, _____ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, _____ at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such 2015 Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

***Redemption Date
(August 1)***

Principal Amount

†

† Final Maturity.

In the event of any optional redemption of the 2015 Bonds described above, the schedule of mandatory sinking fund installments described above shall be adjusted pro rata among installments as nearly as practicable, as determined by the Paying Agent.

Book-Entry Only System

One fully registered bond without coupons for each maturity of the 2015 Bonds will be issued and, when issued, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the 2015 Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the 2015 Bonds purchased. Principal and interest will be paid to DTC, which will in turn remit such principal and interest to DTC Participants for subsequent dispersal to the Beneficial Owners of the 2015 Bonds as described herein. See Appendix E—“BOOK-ENTRY ONLY SYSTEM” herein.

Defeasance

All or a portion of the outstanding 2015 Bonds may be paid and discharged in any one or more of the following ways:

- (1) **Cash:** by irrevocably depositing with the Paying Agent or an independent escrow agent an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all of the 2015 Bonds outstanding and designated for defeasance, including all principal and interest and premium, if any; or
- (2) **Government Obligations:** by irrevocably depositing with the Paying Agent or an independent escrow agent noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with the interest to accrue thereon and moneys then on deposit in the Debt Service Fund, together with interest to accrue thereon, be fully sufficient to pay and discharge all 2015 Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any).

If a 2015 Bond is defeased as described above, then, all obligations of the District and the Paying Agent under the Bond Resolution with respect to such outstanding 2015 Bond shall cease and terminate, whether or not such 2015 Bond has been surrendered for payment, except only the obligation of the District to pay or cause to be paid to the Owners of such designated 2015 Bonds all sums due thereon and the obligations of the District with respect to the Rebate Fund.

In the Bond Resolution, Unites States Obligations are defined as:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including United States Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), or “prerefunded”

municipal obligations rated in the second highest rating category by Moody's Investors Service or Standard & Poor's Ratings Services without regard to gradation. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed in the second highest rating category without regard to gradation by Standard & Poor's Ratings Services or by Moody's Investors Service.

Supplemental Resolutions

(a) The Bond Resolution and the rights and obligations of the District and of the Owners of the 2015 Bonds may be modified or amended at any time by a supplemental resolution adopted by the Board of Education with the written consent of Owners owning at least 60% in aggregate principal amount of the 2015 Bonds then Outstanding. No such modification or amendment shall, (i) extend the maturity of any 2015 Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the District to pay the principal of, and the interest and any premium on, any 2015 Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation of any pledge of or lien upon the monies on deposit in the Debt Service Fund, superior to or on a parity with the pledge and lien created for the benefit of the 2015 Bonds, (iii) reduce the percentage of 2015 Bonds required for the amendment of the Resolution, or (iv) reduce the principal amount of or redemption premium on any 2015 Bond, or reduce the interest rate thereon.

(b) The Bond Resolution and the rights and obligations of the District and of the Owners of the 2015 Bonds may be modified or amended at any time by a supplemental resolution adopted by the District, without the written consent of the Owners, for any of the following purposes:

(1) To add to the covenants and agreements of the District in the Bond Resolution other covenants and agreements thereafter to be observed, or to limit or surrender any right or power reserved in the Resolution to or conferred upon the District;

(2) to make modifications not adversely affecting any outstanding 2015 Bonds in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of the Bond Resolution, or in regard to questions arising under the Bond Resolution, as the District may deem necessary or desirable and not inconsistent with the Bond Resolution, and which shall not adversely affect the rights of the Owners of the 2015 Bonds; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance by the District with Section 148 of the Code relating to required rebate of monies to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the 2015 Bonds or to conform with the Treasury Regulations.

(c) Any action taken pursuant to a Supplemental Resolution so consented to by the Owners of at least 60% in aggregate principal amount of the 2015 Bonds then outstanding shall be binding on the Owners of all of the 2015 Bonds and shall not be deemed to be inconsistent with any of the provisions of the Bond Resolution, whatever the character of such action may be, and such action may be taken and performed as fully and freely as if expressly permitted by the Bond Resolution. After such consent relating to specified matters has been given, No. 2015 Bond Owner shall have any right or interest to object to any such action or in any

manner to question the propriety thereof or to enjoin or restrain the District or the Paying Agent, or any officer or agent thereof, from taking any action pursuant to such consent.

Unclaimed Moneys

Anything in the Bond Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the 2015 Bonds which remain unclaimed for two years after the date when such 2015 Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, shall be deposited by the Paying Agent to the account of the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Owners of such 2015 Bonds shall look only to the District for the payment of such 2015 Bonds.

Sources and Uses of Funds

The estimated sources and uses of funds in connection with the 2015 Bonds are as follows:

Sources of Funds

Principal Amount	\$
Original Issue Premium/Discount	_____
Total Sources of Funds	\$ =====

Uses of Funds

Escrow Fund ⁽¹⁾	\$
Costs of Issuance ⁽²⁾	_____
Total Uses of Funds	\$ =====

⁽¹⁾ Amounts on deposit will be used to redeem the Refunded Bonds.

⁽²⁾ Including Purchaser's discount.

DEBT SERVICE SCHEDULE

The following table sets forth the annual debt service on the 2015 Bonds:

<i>Period Ending (August 1)</i>	<i>Annual Principal Payment</i>	<i>Annual Interest Payment</i>	<i>Total</i>
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
Total			

The following table summarizes the aggregate annual debt service requirements for all of the District’s outstanding general obligation bonds and the 2015 Bonds:

**Riverside Unified School District
Aggregate Annual Debt Service**

<i>Year Ending (August 1)</i>	<i>Prior General Obligation Bonds⁽¹⁾</i>	<i>2015 Bonds</i>	<i>Total</i>
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
Total			

⁽¹⁾ Includes the Refunded Bonds.

SECURITY FOR THE 2015 BONDS

The 2015 Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property within the District. The Board of Supervisors of the County, on behalf of the District, is empowered and obligated annually to levy *ad valorem* taxes, without limitation of rate or amount, for the payment of the principal and interest on the 2015 Bonds due and payable in the next succeeding bond year (less amounts on deposit in the Debt Service Fund established under the Bond Resolution), upon all property subject to taxation by the District (except certain personal property which is taxable at limited rates). The Bond Resolution pledges as security for the 2015 Bonds outstanding thereunder the proceeds from the levy of the *ad valorem* tax which are collected and allocated to the payment of such 2015 Bonds. See “TAX BASE FOR REPAYMENT OF 2015 BONDS” herein.

The District currently has \$135,170,000 principal amount of general obligation bond debt (the “Prior General Obligation Bonds”) outstanding, of which \$84,330,000* will remain outstanding following the issuance of the 2015 Bonds. Upon the issuance of the 2015 Bonds, the District will have a total of \$_____ general obligation bonds outstanding.

The Prior General Obligation Bonds that remain outstanding following the issuance of the 2015 Bonds will also be payable solely from *ad valorem* property taxes levied on taxable property within the District to repay such bonds. The amount of the annual *ad valorem* tax levied to repay the 2015 Bonds and the Prior General Obligation Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the 2015 Bonds and the Prior General Obligation Bonds in any year. Fluctuations in the annual debt service on the 2015 Bonds and the Prior General Obligation Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate. Economic and other factors beyond the District’s control could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate. These factors include a general market decline in real property values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the federal government, the State of California (the “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 a natural or manmade disaster, such as earthquake, flood or toxic contamination.

The assessed valuation of property in the District increased by approximately 6.3% over the last six fiscal years. See “TAX BASE FOR REPAYMENT OF THE 2015 BONDS—Historical Data Concerning District Tax Base.” While the assessed valuations in the District have been increasing, future declines in real estate values in southern California, natural disasters or other factors could result in lower assessed values in the District and in both a higher annual tax rate within the District and a higher level of delinquencies in tax payments. The County has adopted the Teeter Plan (defined below). As a result, the District’s receipt of property taxes currently is not subject to delinquencies. See “TAX BASE FOR REPAYMENT OF THE 2015 BONDS—*Ad Valorem* Property Taxation—*Teeter Plan*.”

THE 2015 BONDS ARE GENERAL OBLIGATION BONDS OF THE DISTRICT AND DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE 2015 BONDS.

* Preliminary, subject to change.

TAX BASE FOR REPAYMENT OF THE 2015 BONDS

The information in this section describes *ad valorem* property taxation, assessed valuation, and other measures of the tax base of the District. The 2015 Bonds are payable solely from *ad valorem* taxes levied and collected by the County on taxable property in the District. The District's General Fund is not a source for the repayment of the 2015 Bonds.

Ad Valorem Property Taxation

The collection of property taxes is significant to the District and the owners of the 2015 Bonds in two respects. First, amounts allocated to the District from the general 1% *ad valorem* property tax levy, which is levied in accordance with Article XIII A of the California Constitution and its implementing legislation, funds a portion of the District's budget which is used to operate the District's educational program. See "DISTRICT FINANCIAL MATTERS—General Fund Revenue Sources" below. Second, the Board of Supervisors of the County will levy and collect *ad valorem* taxes on all taxable parcels within the District which are pledged specifically to the repayment of the 2015 Bonds and the Prior General Obligation Bonds. As described below, the general *ad valorem* property tax levy and the additional *ad valorem* property tax levy pledged to repay the 2015 Bonds and the Prior General Obligation Bonds will be collected on the annual tax bills distributed by the County to the owners of parcels within the boundaries of the District.

Method of Property Taxation. Beginning in fiscal year 1978-79, Article XIII A and its implementing legislation permitted each county to levy and collect all property taxes (except for levies to support prior voter approved indebtedness) and prescribed how levies on county-wide property values were to be shared with local taxing entities within each county. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law, however, provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

For purposes of allocating a county's 1% base property tax levy, future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, up to 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" sources from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The availability of revenue from growth in the tax bases in such entities may be affected by the existence of redevelopment agencies which, under certain circumstances, may be entitled to sources resulting from the increase in certain property values. State law exempts \$7,000 of the assessed valuation of an owner-occupied principal residence. This exemption does not result in any loss of revenue to local agencies since an amount equivalent to the taxes that would have been payable on such exempt values is made up by the State.

Taxes are levied for each fiscal year on taxable real and personal property which is situated in a county as of the preceding January 1. Real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

For assessment and collection purposes, 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 public utilities property and real property having a tax lien which is sufficient, in the opinion of the county assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and if unpaid become delinquent on December 10 and April 10, respectively. A penalty of 10 percent attaches immediately to all delinquent payments. Property on the secured roll with respect to which

taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5 percent per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer-Tax Collector of the county levying the tax.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10 percent penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of 1.5 percent attaches to them on the first day of each month until paid. A county has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property improvements or possessory interests belonging or assessed to the delinquent taxpayer.

District Assessed Valuation. Both the general 1% *ad valorem* property tax levy and the additional *ad valorem* levy for the 2015 Bonds and the Prior General Obligation Bonds are based upon the assessed valuation of the parcels of taxable property in the District. Property taxes allocated to the District are collected by the County at the same time and on the same tax rolls as are county, city and special district taxes. The assessed valuation of each parcel of property is the same for both District and county taxing purposes. The valuation of secured property by the County is established as of January 1, and is subsequently equalized in September of each year, when tax bills are mailed to property owners.

Appeals and Adjustments of Assessed Valuations. Under California law, property owners may apply for a reduction of their property tax assessment 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. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS."

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District does not have information regarding pending appeals of assessed valuation of property within the District. No assurance can be given that property tax appeals currently pending or filed in the future will not significantly reduce the assessed valuation of property within the District.

Taxation of State-Assessed Utility Property. A portion of property tax revenue of the District is derived from utility property subject to assessment by the State Board of Equalization ("SBE"). State-assessed property, or "unitary property," is property of a utility system with components located in many taxing jurisdictions that are assessed as part of a "going concern" rather than as individual pieces of real or personal property. The assessed value of unitary and certain other state-assessed property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Teeter Plan. Certain counties in the State of California operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”). Under the Teeter Plan local taxing entities receive 100% of their tax levies, but do not receive interest or penalties on delinquent taxes collected by the county. The County has adopted the Teeter Plan, and consequently the Teeter Plan is available to local taxing entities within the County, such as the District. The District’s receipt of property taxes is therefore not subject to delinquencies so long as the Teeter Plan remains in effect. The District can give no assurance that the Teeter Plan will remain in effect, in its present form, during the term of the 2015 Bonds.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least 55% of the participating revenue districts in the County. In the event the Board of Supervisors of the County is to order discontinuance of the Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency.

Historical Data Concerning District Tax Base

The information provided in Tables 1 through 6 below has been provided by California Municipal Statistics, Inc., an independent consulting firm. The District has not independently verified this information and does not guarantee its accuracy.

Property within the District has a total assessed valuation for fiscal year 2014-15 of \$21,245,293,290. Table 1 below provides the six-year history of assessed valuations in the District.

**Table 1
RIVERSIDE UNIFIED SCHOOL DISTRICT
ASSESSED VALUATIONS
Fiscal Year 2009-10 through 2014-15**

	<i>Local Secured</i>	<i>Utility</i>	<i>Unsecured</i>	<i>Total</i>
2009-10	\$19,017,654,847	\$1,999,935	\$965,607,868	\$19,985,262,650
2010-11	18,412,164,052	2,022,568	920,301,958	19,334,488,578
2011-12	18,379,696,341	2,022,568	928,114,086	19,309,832,995
2012-13	18,363,907,720	1,489,719	978,813,194	19,344,210,633
2013-14	19,072,101,547	1,489,719	932,096,406	20,005,687,672
2014-15	20,278,429,984	1,463,612	965,399,694	21,245,293,290

Sources: California Municipal Statistics, Inc.

Tax Levies and Delinquencies

Table 2 below summarizes the annual secured tax levy within the District as of June 30 for fiscal years 2009-10 through 2013-14. The County has adopted the Teeter Plan. As a result, the District's receipt of property taxes is not subject to delinquencies so long as the Teeter Plan remains in effect. See "TAX BASE FOR REPAYMENT OF THE 2015 BONDS—*Ad Valorem* Property Taxation—*Teeter Plan*."

Table 2
RIVERSIDE UNIFIED SCHOOL DISTRICT
Secured Tax Charges

	<i>Secured Tax Charge⁽¹⁾</i>	<i>Amount Delinquent June 30</i>	<i>% Delinquent June 30</i>
2009-10	\$ 9,959,361.46	\$366,763.29	3.68%
2010-11	10,233,115.94	230,433.33	2.25
2011-12	10,250,653.87	171,348.71	1.67
2012-13	9,566,083.83	138,895.43	1.45
2013-14	9,968,453.95	133,155.92	1.34

⁽¹⁾ Debt service levy only.

Source: California Municipal Statistics, Inc.

Tax Rates

There are a total of 169 tax rate areas in the District. Table 3 summarizes the total *ad valorem* tax rates levied by all taxing entities in a typical Tax Rate Area within the District for fiscal years 2009-10 through 2014-15 expressed as a percentage of the assessed value of the property upon which such taxes were levied.

Table 3
RIVERSIDE UNIFIED SCHOOL DISTRICT
Summary of *Ad Valorem* Tax Rates
Typical Total Tax Rates (TRA 09-002)⁽¹⁾

	<i>2009-10</i>	<i>2010-11</i>	<i>2011-12</i>	<i>2012-13</i>	<i>2013-14</i>	<i>2014-15</i>
General	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
City of Riverside	.00577	.00575	.00571	.00572	.00673	.00626
Riverside Unified School District	.05354	.05670	.05698	.05307	.05307	.05307
Riverside Community College District	.01242	.01499	.01700	.01702	.01768	.01791
Metropolitan Water District	<u>.00430</u>	<u>.00370</u>	<u>.00370</u>	<u>.00350</u>	<u>.00350</u>	<u>.00350</u>
Total	1.07603	1.08114	1.08339	1.07931	1.08098	1.08074

⁽¹⁾ Fiscal year 2014-15 assessed valuation of TRA 09-002 is \$5,394,436,182 which is 25.4% of the District's total assessed valuation.

Source: California Municipal Statistics, Inc.

Largest Taxpayers

Table 4 below lists the 20 largest local secured property taxpayers within the District measured by assessed valuation for fiscal year ending June 30, 2015.

Table 4
RIVERSIDE UNIFIED SCHOOL DISTRICT
Twenty Largest 2014-15 Local Secured Property Taxpayers

	<i>Property Owner</i>	<i>Primary Land Use</i>	<i>2014-15 Assessed Valuation</i>	<i>% of Total⁽¹⁾</i>
1.	Tyler Mall LP	Regional Mall	\$ 195,438,624	0.96%
2.	Riverside Healthcare System	Medical Facilities	132,447,947	0.65
3.	Cole ID Riverside CA	Industrial	93,753,717	0.46
4.	Northrop Drive Apartments	Apartments	76,255,314	0.38
5.	Vestar Riverside Plaza	Shopping Center	75,294,606	0.37
6.	Sterling Riverside 2	Apartments	52,909,462	0.26
7.	Riverside Clinic Inv IV Ltd.	Medical Facilities	45,964,934	0.23
8.	HSRE PEP Riverside	Apartments	45,621,006	0.22
9.	Prologis Targeted US Logistics Fund	Industrial	45,440,147	0.22
10.	Citrus Towers Inc.	Office Building	43,679,463	0.22
11.	Riverside Fair Isle Drive Apartments	Apartments	42,802,885	0.21
12.	Riverside Partners	Apartments	42,130,587	0.21
13.	Riverside Lochmoore Drive Apartments	Apartments	40,297,840	0.20
14.	University Village Towers	Apartments	39,058,924	0.19
15.	NNN Mission Square	Office Building	38,852,725	0.19
16.	Riverside Gateway Associates	Office Building	38,772,412	0.19
17.	3100 Van Buren Blv Apartments	Apartments	38,571,549	0.19
18.	Windemere at Sycamore Highlands	Apartments	33,674,893	0.17
19.	CC Apartments NF	Apartments	33,069,855	0.16
20.	Stone Canyon	Apartments	<u>32,959,504</u>	<u>0.16</u>
			\$ 1,186,996,394	5.85%

⁽¹⁾ 2014-15 Local Secured Assessed Valuation: \$20,278,429,984.
Source: California Municipal Statistics, Inc.

Table 5 describes the District's land use by type in fiscal year 2014-15, which reflects that 74.74% of total assessed valuations is for residential property and 25.26% for nonresidential property and vacant parcels.

Table 5
RIVERSIDE UNIFIED SCHOOL DISTRICT
2014-15 Assessed Valuation and Parcels by Land Use

	<i>2014-15 Assessed Valuation⁽¹⁾</i>	<i>% of Total</i>	<i>No. of Parcels</i>	<i>% of Total</i>
Non-Residential:				
Agricultural/Rural	\$ 238,278,291	1.18%	652	0.97%
Commercial/Industrial	4,639,008,426	22.88	3,415	5.09
Vacant Commercial/Industrial	163,088,798	0.80	765	1.14
Miscellaneous	<u>15,846,310</u>	<u>0.08</u>	<u>147</u>	<u>0.22</u>
Subtotal Non-Residential	\$ 5,056,221,825	24.93%	4,979	7.42%
Residential:				
Single Family Residence	\$ 12,718,635,245	62.72%	52,086	77.59%
Condominium/Townhouse	461,708,110	2.28	3,420	5.09
Mobile Home	42,515,469	0.21	909	1.35
2+ Residential Units/Apartments	1,798,905,433	8.87	2,231	3.32
Vacant Residential	<u>135,158,597</u>	<u>0.67</u>	<u>1,822</u>	<u>2.71</u>
Subtotal Residential	\$ 15,156,922,854	74.74%	60,468	90.07%
Other Vacant	<u>65,285,305</u>	<u>0.32</u>	<u>1,684</u>	<u>2.51</u>
Total	\$ 20,278,429,984	100.00%	67,131	100.00%

⁽¹⁾ Local Secured Assessed Valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

THE DISTRICT

Introduction

The District is a unified school district encompassing an area of approximately 92 square miles and located in the northwestern portion of Riverside County approximately 47 miles east of the Los Angeles civic center. The District encompasses major portions of the City of Riverside. The District was established in 1963 through the unification of the Riverside City School District (which was founded in 1887) and the Riverside City High School District. The District serves approximately 42,000 students. The District operates twenty-nine elementary schools, seven middle schools, five high schools, two alternative high schools, one virtual school, one adult school, one special education preschool and one STEM Academy. The total enrollment in the District in fiscal year 2014-15 was approximately 42,024 students. The District's pupil/teacher ratio for fiscal year 2014-15 is approximately 24:1 for TK and K, between 25:1 and 27:1 for grade levels 1 through 3, 32:1 for grade levels 4 through 6, 29:1 for grade levels 7 and 8 and 30:1 for grade levels 9 through 12.

Board of Education

The District is governed by a five member Board of Education (the “Board”). Members are elected to four year terms.

Table 6
RIVERSIDE UNIFIED SCHOOL DISTRICT
Board of Education

<i>Name</i>	<i>Term Expires</i>
Kathy Y. Allavie, President	December 2017
Tom Hunt, Vice President	December 2015
Brent Lee, Clerk	December 2017
Gayle Cloud, Member	December 2015
Patricia Lock-Dawson, Member	December 2015

Source: The District.

Superintendent and Administrative Personnel

The Superintendent of the District, appointed by the Board of Education, is responsible for management of the day-to-day operations and supervises the work of other District administrators. The names and backgrounds of key District personnel are set forth below.

David Hansen, Ed.D., Superintendent. Dr. Hansen joined the District in July 2014 as Superintendent. Dr. Hansen holds a Bachelor of Science degree in industrial technology education from Brigham Young University; a Master's degree in educational administration from California State University, San Bernardino; and a Doctorate of Education (Ed.D.) focusing on educational leadership from the University of La Verne.

Michael H. Fine, Deputy Superintendent, Business Services and Government Relations. Mr. Fine joined the District in May, 2002 and is the Deputy Superintendent for Business Services & Governmental Relations. His areas of responsibility include fiscal services, risk management, purchasing, nutritional services, student transportation, maintenance and facilities, technology services, legislative/legal matters and governmental relations. Mr. Fine began his career in education in 1992 after working for ten years in the private industry. Mr. Fine holds a B.A. in Accounting and a Masters in Public Administration.

Employee Relations

In the fall of 1974, the State Legislature enacted a public school employee collective bargaining law known as the Rodda Act, which became effective in stages in 1976. The law provides that employees are to be divided into appropriate bargaining units which are to be represented by an exclusive bargaining agent.

The teachers of the District (certificated non-management personnel) are represented by the Riverside City Teachers Association. The District and the certificated personnel are currently operating under a contract that expires June 30, 2016. Salaries and benefits have been negotiated for the 2015-16 fiscal year and are expected to be presented to the Board for approval on June 1, 2015. As of June 30, 2014, the District employed 1,890 certificated non-management employees with a total estimated payroll of \$160,773,930.

The California Association of School Employees is the exclusive bargaining agent for non-teaching (classified) personnel. The District and the classified employees are currently operating under a contract that expires on June 30, 2015. The parties are currently negotiating the terms of a new contract; however, they will continue to operate under the terms of the current contract until a new contract is agreed upon. Salaries and

benefits have been finalized under the contract for fiscal year 2014-15. As of June 30, 2014, the District employed 1,561 classified employees with a total estimated payroll of \$50,346,639.

Table 7 below sets forth the number of employees for each of the last five fiscal years.

Table 7
RIVERSIDE UNIFIED SCHOOL DISTRICT
Employees

<i>Fiscal Year</i>	<i>Total Number of Employees</i>
2009-10	6,144
2010-11	5,684
2011-12	5,517
2012-13	5,669
2013-14	5,793

Source: The District.

Retirement System

This section contains certain information relating to the Public Employees’ Retirement System (“PERS”) and the State Teachers’ Retirement System (“STRS”). The information is primarily derived from information produced by PERS and STRS, their independent accountants and their actuaries. The District has not independently verified the information provided by PERS and STRS and makes no representations nor expresses any opinion as to the accuracy of the information provided by PERS and STRS.

The comprehensive annual financial reports of PERS and STRS are available from PERS at P.O. Box 942703, Sacramento, California 94229-2703 and from STRS at P.O. Box 15275, Sacramento, California 95851-0275 and on their websites at www.calpers.ca.gov and www.calstrs.ca.gov, respectively. The PERS and STRS websites also contain the most recent actuarial valuation reports, as well as other information concerning benefits and other matters. Such information is not incorporated by reference herein. The District cannot guarantee the accuracy of such information. Actuarial assessments are “forward-looking” information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

STRS. All full-time certificated employees, as well as certain classified employees, are members of STRS. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program (the “STRS Defined Benefit Program”). The STRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended from time to time.

Prior to fiscal year 2014-15, unlike typical defined benefit programs, neither the employee, employer or State contribution rate to the STRS Defined Benefit Program varied annually to make up funding shortfalls or assess credits for actuarial surpluses. In recent years, the combined employer, employee and State contributions to the STRS Defined Benefit Program have not been sufficient to pay actuarially required amounts. As a result, and due to significant investment losses, the unfunded actuarial liability of the STRS Defined Benefit Program has increased significantly in recent fiscal years. In September 2013, STRS projected that the STRS Defined Benefit Program would be depleted in 31 years assuming existing contribution rates continued, and other significant actuarial assumptions were realized. In an effort to reduce

the unfunded actuarial liability of the STRS Defined Benefit Program, the State recently passed legislation described below to increase contribution rates.

Prior to July 1, 2014, K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, while participants contributed 8% of their respective salaries. On June 24, 2014, the Governor signed A.B. 1469 (“A.B. 1469”) in to law as a part of the 2014-15 State Budget. A.B. 1469 seeks to fully fund the unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 (the “2014 Liability”), within 32 years, by increasing member, K-14 school district and State contributions to STRS. Commencing on July 1, 2014, the employee contribution rates will increase over a three year phase in period in accordance with the schedule set forth in Table 8 below:

**TABLE 8
MEMBER CONTRIBUTION RATES
STRS (Defined Benefit Program)**

<i>Effective Date</i>	<i>STRS Members Hired Prior to January 1, 2013</i>	<i>STRS Members Hired After January 1, 2013</i>
July 1, 2014	8.150%	8.150%
July 1, 2015	9.200	8.560
July 1, 2016	10.250	9.205

Source: A.B. 1469.

Pursuant to A.B. 1469, K-14 school districts’ contribution rate will increase over a seven year phase in period in accordance with the schedule set forth in Table 9 below:

**TABLE 9
K-14 SCHOOL DISTRICT CONTRIBUTION RATES
STRS (Defined Benefit Program)**

<i>Effective Date</i>	<i>K-14 school districts⁽¹⁾</i>
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.43
July 1, 2018	16.28
July 1, 2019	18.13
July 1, 2020	19.10

⁽¹⁾ Percentage of eligible salary expenditures to be contributed.
Source: A.B. 1469.

Based upon the recommendation from its actuary, for fiscal year 2021-22 and each fiscal year thereafter the STRS Teachers’ Retirement Board (the “STRS Board”), is required to increase or decrease the K-14 school districts’ contribution rate to reflect the contribution required to eliminate the remaining 2014 Liability by June 30, 2046; provided that the rate cannot change in any fiscal year by more than 1% of creditable compensation upon which members’ contributions to the STRS Defined Benefit Program are based; and provided further that such contribution rate cannot exceed a maximum of 20.25%. In addition to the increased contribution rates discussed above, A.B. 1469 also requires the STRS Board to report to the State legislature every five years (commencing with a report due on or before July 1, 2019) on the fiscal health of the STRS Defined Benefit Program and the unfunded actuarial obligation with respect to service credited to members of that program before July 1, 2014. The reports are also required to identify adjustments required in contribution rates for K-14 school districts and the State in order to eliminate the 2014 Liability.

The District's contribution to STRS was \$12,996,937 in fiscal year 2011-12, \$13,219,062 in fiscal year 2012-13, and \$13,762,050 in fiscal year 2013-14. The District projects \$18,040,486 as its contribution to STRS in fiscal year 2014-15.

The State also contributes to STRS, currently in an amount equal to 3.454% of teacher payroll for fiscal year 2014-15. The State's contribution reflects a base contribution rate of 2.017%, and a supplemental contribution rate that will vary from year to year based on statutory criteria. Pursuant to A.B. 1469, the State contribution rate will increase over the next three years to a total of 6.328% in fiscal year 2016-17. Based upon the recommendation from its actuary, for fiscal year 2017-18 and each fiscal year thereafter, the STRS Board is required, with certain limitations, to increase or decrease the State's contribution rates to reflect the contribution required to eliminate the unfunded actuarial accrued liability attributed to benefits in effect before July 1, 1990. In addition, the State is currently required to make an annual general fund contribution up to 2.5% of the fiscal year covered STRS member payroll to the Supplemental Benefit Protection Account (the "SBPA"), which was established by statute to provide supplemental payments to beneficiaries whose purchasing power has fallen below 85% of the purchasing power of their initial allowance.

PERS. Classified employees working four or more hours per day are members of PERS. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended from time to time. PERS operates a number of retirement plans including the Public Employees Retirement Fund ("PERF"). PERF is a multiple-employer defined benefit retirement plan. In addition to the State, employer participants at June 30, 2013 included 1,580 public agencies and schools (representing more than 2,500 entities). PERS acts as the common investment and administrative agent for the member agencies. The State and school districts (for "classified employees," which generally consist of school employees other than teachers) are required by law to participate in PERF. Employees participating in PERF generally become fully vested in their retirement benefits earned to date after five years of credited service. One of the plans operated by PERS is for school districts throughout the State (the "Schools Pool").

Contributions by employers to the PERS Schools Pool are based upon an actuarial rate determined annually and contributions by plan members vary based upon their date of hire. The District is currently required to contribute to PERS at an actuarially determined rate, which is 11.771% of eligible salary expenditures for fiscal year 2014-15. Participants enrolled in PERS 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 is 6% of their respective salaries for fiscal year 2013-14. See "—California Public Employees' Pension Reform Act of 2013" herein.

The District's contribution to PERS was \$7,865,173 in fiscal year 2011-12, \$8,350,917 in fiscal year 2012-13 and \$7,089,027 in fiscal year 2013-14. The District projects \$7,071,283 as its contribution in fiscal year 2014-15.

State Pension Trusts. Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. Table 10 below summarizes information regarding the actuarially-determined accrued liability as calculated by STRS and PERS. Actuarial assessments are "forward-looking" information that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.

TABLE 10
FUNDED STATUS
STRS (Defined Benefit Program) and PERS
(Dollar Amounts in Millions)⁽¹⁾
Fiscal Years 2010-11 through 2012-13

<i>Fiscal Year</i>	STRS				PERS			
	<i>Accrued Liability</i>	<i>Value of Trust Assets (MVA)⁽²⁾</i>	<i>Unfunded Liability (MVA)⁽²⁾⁽³⁾</i>	<i>Unfunded Liability (AVA)⁽⁴⁾</i>	<i>Accrued Liability</i>	<i>Value of Trust Assets (MVA)⁽²⁾</i>	<i>Unfunded Liability (MVA)⁽²⁾</i>	<i>Unfunded Liability (AVA)⁽⁴⁾</i>
2010-11	\$208,405	\$147,140	\$68,365	\$64,475	\$58,358	\$45,901	\$12,457	\$6,811
2011-12	215,189	143,118	80,354	70,957	59,439	44,854	14,585	5,648
2012-13	222,281	157,176	74,374	73,667	61,487	49,782	12,005	5,237

(1) Amounts may not add due to rounding.

(2) Reflects market value of assets.

(3) Excludes SBPA reserve.

(4) Reflects actuarial value of assets.

Source: PERS State & Schools Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

Over the past two years, the PERS Board of Administration (the “PERS Board”) has taken several steps, as described below, intended to reduce the amount of the unfunded accrued actuarial liability of its plans, including the Schools Pool.

On March 14, 2012, the PERS Board of Administration (the “PERS Board”) voted to lower the PERS’ rate of expected price inflation and its investment rate of return (net of administrative expenses) (the “PERS Discount Rate”) from 7.75% to 7.5%. As one consequence of such decrease, the annual contribution amounts paid by PERS member public agencies, including the District, have been increased by 1 to 2% for miscellaneous plans and by 2 to 3% for safety plans beginning in fiscal year 2013-14. On February 18, 2014, the PERS Board voted to keep the PERS Discount Rate unchanged at 7.5%.

On April 17, 2013, the PERS Board approved new actuarial policies aimed at returning PERS to fully-funded status within 30 years. The policies include a rate smoothing method with a 30-year amortization period for gains and losses, a five-year increase of public agency contribution rates, including the contribution rate at the onset of such amortization period, and a five year reduction of public agency contribution rates at the end of such amortization period. The PERS Board has delayed the implementation of the new actuarial policies until fiscal year 2015-16 for the State, K-14 school districts and all other public agencies.

Also, on February 20, 2014, the PERS Board approved new demographic assumptions reflecting (i) expected longer life spans of public agency employees and related increases in costs for the PERS system and (ii) trends of higher rates of retirement for certain public agency employee classes, including police officers and firefighters. The cost of the revised assumptions shall be amortized over a 20-year period and related increases in public agency contribution rates shall be affected over a three year period, beginning in fiscal year 2014-15. The new demographic assumptions affect each of: the State, K-14 school districts and all other public agencies.

The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make additional contributions to STRS in the future above those amounts required under A.B. 1469. The District can also provide no assurances that the District’s required contributions to PERS will not increase in the future.

California Public Employees’ Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employee’s Pension Reform Act of 2013 (the “Reform Act”), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1,

2013 (the “Implementation Date”). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (previously 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers) and benefit base for members participating in Social Security or 120% for members not participating in social security (to be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers), while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, the Governmental Accounting Standards Board (“GASB”) approved two new standards (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, will replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes will impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

Post-employment Benefits

At June 30, 2014, the District provided retiree health benefits to its employees based upon certain criteria. The four classes of employees receiving such benefits, as well as a description of the eligibility requirements, are set forth below:

Certificated Retirees. Upon attainment of age 57 and completion of 15 of the last 19 years of full-time District service and employment as a bargaining unit member prior to retirement, an employee may retire and remain covered under one of the medical plan options for retiree-only coverage at the District’s expense until age 65. For bargaining unit members who retire before reaching the age of 57, the service requirement is 15 years of full-time service out of the last 19 years prior to retirement, and District-paid benefits will continue for a period not to exceed 8 years.

Management, Confidential and Cabinet Retirees. Upon attainment of age 50 (if covered under PERS) or age 55 (if covered under STRS) under one of the medical plan options for retiree-only coverage at the District's expense, benefits continue for the lesser of 8 years or until age 65, and the eligibility requirements are (1) retirement under PERS or STRS, (2) either (a) 15 years of service as a management or confidential employee in a California public agency, or (b) 15 years of service in the District in any combination of bargaining unit or management positions, and (3) 5 years of District service immediately prior to retirement.

Classified and Classified Supervisory Retirees. Unit members employed more than 20 hours per week retiring under PERS who are between 50 and 64 years of age shall receive a District-paid contribution of \$2,774 per year towards retiree-only medical coverage, reduced for each year of service less than 20, to a minimum of \$2,146 per year for 15 or fewer years of service. District-paid benefits continue for a maximum of 8 years. Unit members working less than full-time, but at least 20 hours per week, receive a pro-rated entitlement in proportion to the average daily hours worked during the member's final 3 years of service with the District.

As of June 30, 2014, there were 256 retirees and beneficiaries receiving post-employment benefits and 3,212 active plan members.

As of June 30, 2014, the District had a net obligation in respect of post-employment health care benefits of \$15,646,137. See Note 12 to the fiscal year 2013-14 audited financial statements of the District, which are attached hereto as Appendix B.

Pursuant to the most recent valuation report (the "Valuation Report") provided to the District by an independent consultant, dated as of July 1, 2014, the actuarial liability for District-paid retiree benefits was approximately \$77.2 million. This amount represents the present value of all benefits expected to be paid by the District for its current and future retirees based on certain assumptions set forth in the Valuation Report. According to the Valuation Report, because the District did not have a funded plan, its unfunded accrued liability (the "UAL"), which represents the unfunded present value of all benefits earned to date, as of July 1, 2012, was approximately \$45.0 million. The District's annual required contribution, which is the amount required to be contributed to meet the cost of benefits accruing in the current year and to pay off the UAL in 30 years, was \$5,307,320 for fiscal year 2014-15.

Insurance

The Property and Liability Program, for which the District retains risk of loss, is administered by the District's Self-Insurance Fund. Excess property and liability coverage is obtained through Alliance of Schools for Cooperative Insurance Program ("ASCIP"). Property claims in excess of \$25,000 self-insured retention are covered up to \$500,000,000 per occurrence through ASCIP. Liability claims in excess of \$100,000 self-insured retention are covered up to \$30,000,000 per occurrence through ASCIP. Liability claims in excess of \$30,000,000 are covered up to \$55,000,000 through Schools Excess Liability Fund ("SELF"). Workers' Compensation claims in excess of a \$350,000 self-insured retention are covered up to \$1,000,000 per occurrence through ASCIP. The relationship between the District and ASCIP and SELF is such that neither ASCIP nor SELF are a component unit of the District for financial reporting purposes. The District believes that its coverages are adequate for a school district of its size and for the nature of its operations. In addition, based upon prior claims experience, the District believes that the recorded liabilities for insured claims are adequate.

DISTRICT FINANCIAL MATTERS

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles and are in accordance with the policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all State school districts.

District Budget

The District is required by provisions of the California Education Code to maintain each year a balanced budget in which the sum of expenditures plus the ending fund balance cannot exceed the revenues plus the carry over fund balance from the previous year. The California State Department of Education imposes a uniform budgeting format for each school district in the State.

School districts must adopt a budget no later than June 30 of each year. The budget must be submitted to the County Superintendent of Schools (the "County Superintendent") within five days of adoption or by July 1, whichever occurs first. A district may be on either a dual or single budget cycle. The dual budget option requires a revised and readopted budget by September 1 that is subject to State mandated standards and criteria. The revised budget must reflect changes in projected income and expenses subsequent to July 1. The single budget is only readopted if it is disapproved by the County Superintendent, or as needed.

For both dual and single budgets submitted on July 1, the County Superintendent will (a) 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, (b) determine if the budget allows the district to meet its current obligations, and (c) determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the County Superintendent will approve or disapprove the adopted budget for each school district.

Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the County Superintendent's recommendations for revision and reasons for the recommendations. The County Superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the recommendations. The committee must report its findings no later than August 20. Any recommendations made by the County Superintendent must be made available by the district for public inspection. The law does not provide for conditional approvals; budgets must be either approved or disapproved. No later than August 20, the County Superintendent must notify the State Superintendent of Public Instruction (the "State Superintendent") of all school districts whose budget has been disapproved.

Each dual budget option district and each single budget option district whose budget has been disapproved must revise and readopt its budget by September 8, reflecting changes in projected income and expenses since July 1, including responding to the County Superintendent's recommendations. The County Superintendent must determine if the budget conforms to the standards and criteria applicable to final district budgets, and, not later than October 8, must approve or disapprove the revised budgets. If the budget is disapproved, the County Superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

After approving the districts' budgets, the County Superintendent will monitor, throughout the fiscal year, each school district under his or her jurisdiction pursuant to its adopted budget to determine on a continuing basis if the district can meet its current or subsequent year financial obligations. If a County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent may do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations, or (b) if a study and recommendations are made and a district fails to take appropriate action

to meet its financial obligations, the County Superintendent must so notify the State Superintendent, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, also after consulting with the district's board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of any collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

At minimum, school districts file with their County Superintendent and the State Department of Education a First Interim Financial Report by December 15 covering financial operations from July 1 through October 31 and a Second Interim Financial Report by March 15 covering financial operations from November 1 through January 31. Section 42131 of the Education Code requires that each interim report be certified by the school board as either (a) "positive," certifying that the district, "based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years," (b) "qualified," certifying that the district, "based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years," or (c) "negative," certifying that the district, "based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year." A certification by a school board may be revised by the County Superintendent. If either the First or Second Interim Report is not "positive," the County Superintendent may require the district to provide a Third Interim Financial Report covering financial operations from February 1 through April 30 by June 1. If not required, a Third Interim Financial Report is not prepared. Each interim report shows fiscal year to date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. After the close of the fiscal year on June 30, an unaudited financial report for the fiscal year is prepared and filed without certification with the County Superintendent and the State Department of Education.

Pursuant to State law, the District adopted its fiscal year 2014-15 budget on June 17, 2014 (the "2014-15 Adopted Budget"), which set forth revenues and expenditures such that appropriations during fiscal year 2014-15 were not projected to exceed the sum of revenues plus the July 1, 2014 beginning fund balance. See "DISTRICT FINANCIAL MATTERS—Current Financial Condition" below. The 2014-15 Adopted Budget was approved by the County Superintendent.

State Funding of Education

School district revenues consist primarily of guaranteed State moneys, local property taxes and funds received from the State in the form of categorical aid under ongoing programs of local assistance. All State aid is subject to the appropriation of funds in the State's annual budget.

Revenue Limit Funding. Previously, school districts operated under general purpose revenue limits established by the State Department of Education. In general, revenue limits were calculated for each school district by multiplying the ADA for such district by a base revenue limit per unit of ADA. Revenue limit calculations were subject to adjustment in accordance with a number of factors designed to provide cost of living adjustments ("COLAs") and to equalize revenues among school districts of the same type. Funding of a school district's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Beginning in fiscal year 2013-14, school districts began being funded based on uniform funding grants assigned to certain grade spans. See "—Local Control Funding Formula."

Table 11 below reflects the District’s historical ADA for fiscal years 2009-10 through 2013-14.

TABLE 11
RIVERSIDE UNIFIED SCHOOL DISTRICT
AVERAGE DAILY ATTENDANCE
Fiscal Years 2009-10 through 2013-14

<i>Year</i>	<i>Average Daily Attendance⁽¹⁾</i>	<i>Annual Change in ADA by %</i>
2009-10	40,169	--
2010-11	40,308	0.3%
2011-12	40,212	(0.2)
2012-13	40,215	0.0
2013-14	40,386	0.4

⁽¹⁾ Reflects ADA as of the second principal reporting period (P-2 ADA), ending on or before the last attendance month prior to April 15 of each school year. Excludes ADA of District funded charter schools.
Source: The District.

Local Control Funding Formula. State Assembly Bill 97 (Stats. 2013, Chapter 47) (“AB 97”), enacted as part of the 2013-14 State budget, establishes a new system for funding school districts, charter schools and county offices of education. Certain provisions of AB 97 were amended and clarified by Senate Bill 91 (Stats. 2013, Chapter 49).

The primary component of AB 97 is the implementation of the Local Control Funding Formula (“LCFF”), which replaces the revenue limit funding system for determining State apportionments, as well as the majority of categorical program funding. State allocations will be provided on the basis of target base funding grants per unit of ADA (a “Base Grant”) assigned to each of four grade spans. Each Base Grant is subject to certain adjustments and add-ons, as discussed below. Full implementation of the LCFF is expected to occur over a period of several fiscal years. Beginning in fiscal year 2013-14, an annual transition adjustment began being calculated for each school district, equal to such district’s proportionate share of appropriations included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district’s funding gap.

The Base Grants per unit of ADA for each grade span are as follows: (i) \$6,845 for grades K-3; (ii) \$6,947 for grades 4-6; (iii) \$7,154 for grades 7-8; and (iv) \$8,289 for grades 9-12. Beginning in fiscal year 2013-14, the Base Grants began to be adjusted for COLAs by applying the implicit price deflator for government goods and services. Following full implementation of the LCFF, the provision of COLAs will be subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of the grade span adjustment in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this grade span adjustment goal in proportion to the growth in their funding over the implementation period. AB 97 also provides additional add-ons to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency (“EL” students), students from low income families that are eligible for free or reduced priced meals (“LI” students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals, and are therefore not discussed herein separately). AB 97 authorizes a supplemental grant add-on (each, a “Supplemental Grant”) for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts’ percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a “Concentration Grant”) equal to 50% of the applicable Base Grant multiplied the percentage of such district’s unduplicated EL/LI student enrollment in excess of the 55% threshold. The District’s fiscal year 2013-14 unduplicated pupil percentage of 66.37% qualifies for a concentration grant.

Table 12 below shows a breakdown of the District’s ADA by grade span, total enrollment, and the percentage of EL/LI student enrollment, for fiscal years 2013-14 and 2014-15.

TABLE 12
RIVERSIDE UNIFIED SCHOOL DISTRICT
ADA, ENROLLMENT AND EL/LI ENROLLMENT PERCENTAGE
Fiscal Years 2013-14 and 2014-15

<i>Fiscal Year</i>	<i>Average Daily Attendance⁽¹⁾</i>				<i>Enrollment</i>		
	<i>K-3</i>	<i>4-6</i>	<i>7-8</i>	<i>9-12</i>	<i>Total ADA</i>	<i>Total Enrollment⁽²⁾</i>	<i>% of EL/LI Enrollment⁽²⁾</i>
2013-14	12,022.59	9,003.55	6,406.89	12,953.32	40,386.35	42,038	66.37
2014-15	11,885.00	9,017.00	6,233.66	12,997.09	40,132.75	41,666	66.35

⁽¹⁾ Reflects P-2 ADA for fiscal year 2013-14. Because P-2 ADA for fiscal year 2014-15 will not be released until April 2015, Average Daily Attendance for fiscal year 2014-15 is based on District’s estimate for such fiscal year.

⁽²⁾ As of October report submitted to the California Basic Educational Data System (CBEDS). For purposes of calculating Supplemental and Concentration Grants, a school district’s fiscal year 2013-14 percentage of unduplicated EL/LI students will be expressed solely as a percentage of its total fiscal year 2013-14 total enrollment. For fiscal year 2014-15, the percentage of unduplicated EL/LI enrollment will be based on the two-year average of EL/LI 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 will be based on a rolling average of such district’s EL/LI enrollment for the then-current fiscal year and the two immediately preceding fiscal years. Enrollment for fiscal year 2014-15 is based on District’s estimate for such fiscal year.

Source: The District.

For certain school districts that would have received greater funding levels under the prior revenue limit system, the LCFF provides for a permanent economic recovery target (“ERT”) add-on, equal to the difference between the revenue limit allocations such districts would have received under the prior system in fiscal year 2020-21, and the target LCFF allocations owed to such districts in the same year. To derive the projected funding levels, the LCFF assumes the discontinuance of deficit revenue limit funding, implementation of a 1.94% COLA in fiscal years 2014-15 through 2020-21, and restoration of categorical funding to pre-recession levels. The ERT add-on will be paid incrementally over the implementing period of eight years, and then in full thereafter. The District does not qualify for the ERT add-on for fiscal year 2014-15.

The sum of a school district’s adjusted Base, Supplemental and Concentration Grants will be multiplied by such district’s P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable ERT or categorical block grant add-ons, will comprise a district’s total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district’s share of applicable local property taxes. Most school districts receive a

significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Certain schools districts, known as “basic aid” districts, have allocable local property tax collections that equal or exceed such districts’ total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the “basic aid” requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not qualify as a basic aid district.

Accountability. Regulations adopted by the State Board of Education require that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such districts on the basis of the number and concentration of such EL/LI students, and detail the conditions under which school districts can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted annually reflecting a three year plan beginning in fiscal year 2014-15. The State Board of Education has adopted a template LCAP for use by school districts.

Support and Intervention. AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district’s LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district’s LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district’s budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP. The District’s LCAP has been adopted and approved for fiscal year 2014-15.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district’s strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. On or before October 1, 2015, the State Board of Education is required to develop rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the “State Superintendent”) is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized (i) to modify a district’s LCAP, (ii) impose

budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

Other State Sources. In addition to State allocations determined pursuant to the LCFF, 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 the LCFF. Categorical funding for certain programs was excluded from the LCFF, and school districts will continue to receive restricted State revenues to fund these programs.

Other Sources. The federal government provides funding for several school district programs, including specialized programs such as No Child Left Behind, special education programs, and programs under the Educational Consolidation and Improvement Act. In addition, a small part of a school district's budget is from local sources other than property taxes, including but not limited to interest income, leases and rentals, educational foundations, donations and sales of property.

Historical General Fund Financial Information

Table 13 below summarizes the District's Statement of General Fund Revenues, Expenditures and Changes in Fund Balance for fiscal years 2009-10 through 2013-14. The figures in Table 13 below are taken from the District's audited financial statements. See APPENDIX B—"DISTRICT'S 2013-14 AUDITED FINANCIAL STATEMENTS" for further detail on the District's financial condition as of June 30, 2014.

Table 13
RIVERSIDE UNIFIED SCHOOL DISTRICT
Summary of General Fund Revenues, Expenditures and Changes in Fund Balance

	<i>2009-10</i>	<i>2010-11</i>	<i>2011-12</i>	<i>2012-13</i>	<i>2013-14</i>
Revenues:					
Revenue Limit Sources	\$ 210,783,153	\$ 211,766,787	\$ 211,124,568	\$ 212,210,264	\$ 267,489,315
Federal Revenues	35,165,043	41,431,622	29,913,714	27,811,759	23,656,181
Other State Revenues	77,030,669	83,371,875	70,064,166	70,639,121	45,608,117
Other Local Revenues	<u>6,093,462</u>	<u>5,509,165</u>	<u>8,205,612</u>	<u>8,840,776</u>	<u>8,064,252</u>
Total Revenues	<u>\$ 329,072,327</u>	<u>\$ 342,079,449</u>	<u>\$ 319,308,060</u>	<u>\$ 319,501,920</u>	<u>\$ 344,817,865</u>
Expenditures:					
Instruction	\$ 223,010,446	\$ 210,811,368	\$ 204,293,727	\$ 218,980,603	\$ 214,117,944
Instruction-Related Services	39,259,830	36,659,251	35,296,406	37,649,946	37,342,959
Pupil Services	24,395,457	21,868,023	22,192,459	23,196,669	23,385,445
General Administration	13,850,763	12,613,259	13,558,105	14,764,900	15,842,340
Plant Services	31,489,495	30,653,099	31,519,394	33,748,027	34,470,945
Facility acquisition and construction	336,336	885,807	4,391,727	3,004,652	5,586,485
Ancillary Services	2,295,737	2,178,623	2,427,765	2,478,684	2,310,952
Community Services	75,373	67,411	43,261	54,311	63,042
Other Outgo	<u>111,338</u>	<u>53,556</u>	<u>81,025</u>	<u>820,059</u>	<u>359,449</u>
Total Expenditures	<u>\$ 334,824,775</u>	<u>\$ 315,790,397</u>	<u>\$ 313,803,869</u>	<u>\$ 333,057,733</u>	<u>\$ 332,760,663</u>
Excess of (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ (5,752,448)</u>	<u>\$ 26,289,052</u>	<u>\$ 5,504,191</u>	<u>\$ (13,555,813)</u>	<u>\$ 12,057,202</u>
Other Financing Sources (Uses)					
Interfund Transfers in	\$ 9,392,939	\$ 752,634	\$ 831,139	\$ 6,498,199	\$ 5,769,152
Interfund Transfers out	<u>(5,185,750)</u>	<u>(7,846,033)</u>	<u>(8,288,531)</u>	<u>(2,530,880)</u>	<u>(11,157,630)</u>
Total Other Financing Sources (Uses)	<u>\$ 4,207,189</u>	<u>\$ (7,093,399)</u>	<u>\$ (7,457,392)</u>	<u>\$ 3,967,319</u>	<u>\$ (5,388,478)</u>
Net Change in Fund Balance	\$ (1,545,259)	\$ 19,195,653	\$ (1,953,201)	\$ (9,588,494)	\$ 6,668,724
Fund Balance, July 1	<u>72,561,171</u>	<u>71,015,912</u>	<u>90,211,565</u>	<u>88,258,364</u>	<u>78,669,870</u>
Fund Balance, June 30	<u>\$ 71,015,912</u>	<u>\$ 90,211,565</u>	<u>\$ 88,258,364</u>	<u>\$ 78,669,870</u>	<u>\$ 85,338,594</u>

Source: The District's Audited Financial Statements for fiscal years 2009-10 through 2013-14.

Table 14 below sets forth the District's General Fund balance sheet for the 2009-10 through 2013-14 fiscal years.

Table 14
RIVERSIDE UNIFIED SCHOOL DISTRICT
Summary of Combined General Fund Balance Sheet

	<i>Audited</i> <i>2009-10</i>	<i>Audited</i> <i>2010-11</i>	<i>Audited</i> <i>2011-12</i>	<i>Audited</i> <i>2012-13</i>	<i>Audited</i> <i>2013-14</i>
Assets					
Cash and Cash Equivalents	\$ 39,667,106	\$ 44,901,795	\$ 15,667,881	\$ 41,228,787	\$ 60,055,999
Accounts Receivable	50,834,115	66,002,457	83,907,848	43,463,365	29,353,374
Due from Other Funds	2,111,286	1,165,702	1,649,252	2,778,141	6,015,499
Stores Inventories	103,263	2,885	108,909	109,070	122,123
Prepaid Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>43,726</u>	<u>51,428</u>
Total Assets	<u>\$ 92,715,770</u>	<u>\$ 112,072,839</u>	<u>\$ 101,333,890</u>	<u>\$ 87,623,089</u>	<u>\$ 95,598,423</u>
Liabilities and Fund Balances					
Liabilities					
Accounts Payable	\$ 15,986,457	\$ 15,383,417	\$ 8,339,800	\$ 5,444,935	\$ 6,138,693
Due to Other Funds	2,630,215	4,364,846	4,496,764	3,408,043	3,129,832
Deferred Revenues	<u>3,083,186</u>	<u>2,113,011</u>	<u>238,962</u>	<u>100,241</u>	<u>991,304</u>
Total Liabilities	<u>\$ 21,699,858</u>	<u>\$ 21,861,274</u>	<u>\$ 13,075,526</u>	<u>\$ 8,953,219</u>	<u>\$ 10,259,829</u>
Fund Balances⁽¹⁾					
Revolving Cash/Stores Inventories	\$ 253,263	N/A	N/A	N/A	N/A
Restricted Programs	9,428,150	N/A	N/A	N/A	N/A
Designated Amounts	61,334,499	N/A	N/A	N/A	N/A
Nonspendable Fund Balances	N/A	\$ 152,885	\$ 258,909	\$ 302,796	\$ 323,511
Restricted Fund Balances	N/A	9,426,205	13,185,947	13,841,655	23,173,455
Committed	N/A	0	0	0	26,709,935
Assigned Fund Balances	N/A	46,459,291	15,285,964	17,748,940	4,419,800
Unassigned Fund Balances	<u>N/A</u>	<u>34,173,184</u>	<u>59,527,544</u>	<u>46,776,479</u>	<u>30,711,853</u>
Total Fund Balances	<u>\$ 71,015,212</u>	<u>\$ 90,211,565</u>	<u>\$ 88,258,364</u>	<u>\$ 78,669,870</u>	<u>\$ 85,338,594</u>
Total Liabilities and Fund Balances	<u>\$ 92,715,770</u>	<u>\$ 112,072,839</u>	<u>\$ 101,333,890</u>	<u>\$ 87,623,089</u>	<u>\$ 95,598,423</u>

⁽¹⁾ In fiscal year 2010-11, the State implemented GASB 54 which introduced new fund classifications for the purpose of clarifying fund balance information. Table 14 shows the prior fund classifications for fiscal year 2009-10 and the GASB 54 fund classifications for each fiscal year thereafter.

Source: The District's Audited Financial Statements for fiscal years 2009-10 through 2013-14.

Table 15 below compares the District's General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2012-13 and its General Fund Adopted Budget to its General Fund actual revenues and expenditures for fiscal year 2013-14.

Table 15
RIVERSIDE UNIFIED SCHOOL DISTRICT
Comparison of General Fund Budgeted to General Fund Revenues and Expenditures for fiscal years 2012-13 and 2013-14

	2012-13		2013-14	
	<i>Budget</i>	<i>Audit</i>	<i>Budget</i>	<i>Audit</i>
Revenues				
Revenue Limit Sources	\$ 212,210,264	\$ 212,210,264	\$ 264,097,185	\$ 267,489,315
Federal	32,606,004	27,811,759	28,978,909	23,656,181
Other State	70,756,241	70,639,121	45,695,745	45,608,117
Other Local	<u>9,102,186</u>	<u>8,840,776</u>	<u>8,192,386</u>	<u>8,064,252</u>
Total Revenues	<u>\$ 324,674,695</u>	<u>\$ 319,501,920</u>	<u>\$ 346,964,225</u>	<u>\$ 344,817,865</u>
Expenditures				
Current:				
Certificated Salaries	169,880,466	167,128,827	173,858,374	166,584,424
Classified Salaries	44,986,766	46,342,139	49,449,242	47,962,492
Employee Benefits	65,689,163	62,395,500	60,009,721	58,268,478
Books and Supplies	25,068,833	16,311,554	29,761,988	17,367,210
Services and Other Operating Expenditures	41,265,491	37,151,040	44,246,857	36,515,307
Capital Outlay	4,308,860	3,633,956	6,522,995	6,422,201
Intergovernmental	<u>70,000</u>	<u>94,717</u>	<u>(396,564)</u>	<u>(359,449)</u>
Total Expenditures	<u>351,269,579</u>	<u>333,057,733</u>	<u>363,452,613</u>	<u>332,760,663</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(26,594,884)</u>	<u>(13,555,813)</u>	<u>(16,488,388)</u>	<u>12,057,202</u>
Other Financing Sources and Uses				
Interfund Transfers In	6,498,199	6,498,199	8,413,075	5,769,152
Interfund Transfers Out	<u>(2,530,880)</u>	<u>(2,530,880)</u>	<u>(13,785,638)</u>	<u>(11,157,630)</u>
Total Other Financing Sources and Uses	<u>3,967,319</u>	<u>3,967,319</u>	<u>(5,372,563)</u>	<u>(5,388,478)</u>
Net Change in Fund Balance	(22,627,565)	(9,588,494)	(21,860,951)	6,668,724
Fund Balances, July 1, 2012	<u>88,258,364</u>	<u>88,258,364</u>	<u>78,669,870</u>	<u>78,669,870</u>
Fund Balances, June 30, 2013	<u>\$ 65,630,799</u>	<u>\$ 78,669,870</u>	<u>\$ 56,808,919</u>	<u>\$ 85,338,594</u>

Source: The District's adopted budget for fiscal year 2012-13 and 2013-14, and Audited Financial Statements for fiscal years 2012-13 and 2013-14.

Current Financial Condition

The District's financial condition is closely linked to the finances of the State. Until fiscal year 2012-13, the State had experienced an ongoing structural budget deficit for several years. Although the State budget is balanced in the current fiscal year, future budget decisions by the State could have an adverse impact on the District's financial condition. See "STATE OF CALIFORNIA FISCAL ISSUES."

Table 16 below compares the District's Adopted General Fund Budget for fiscal year 2014-15 to its fiscal interim results for fiscal year 2014-15 for the period ending January 31, 2015.

Table 16
RIVERSIDE UNIFIED SCHOOL DISTRICT
Comparison of 2014-15 Adopted General Fund Budget
to Second Interim Results for Fiscal Year 2014-15

	<i>2014-15 Adopted Budget</i>	<i>Second Interim Results for 2014-15⁽¹⁾</i>	<i>Difference Between 2014-15 Budget and Second Interim Results</i>
SOURCES			
State Apportionment Sources	\$ 307,443,252	\$ 300,445,280	(2.3)%
Federal Revenues	21,835,950	30,058,228	37.7
Other State Revenues	37,789,987	41,481,908	9.8
Other Local Revenues	<u>5,431,022</u>	<u>5,740,722</u>	5.7
Total Revenues	\$ 372,500,211	\$ 377,726,138	1.4%
EXPENDITURES			
Certificated Salaries	\$ 190,065,253	\$ 190,510,005	0.2%
Classified Salaries	52,973,523	53,308,773	0.6
Employee Benefits	67,528,512	68,635,997	1.6
Books and Supplies	20,422,471	32,061,589	57.0
Services & Operating Expenditures	41,312,181	52,990,957	23.4
Capital Outlay	9,081,119	10,800,796	18.9
Direct Support/Indirect Costs/Other Outgo	<u>(749,239)</u>	<u>(602,471)</u>	(24.4)
Total Expenditures	\$ 380,633,820	\$ 407,705,645	7.1%
Excess of Revenues over (Under) Expenditures	\$ (8,133,609)	\$ (29,979,508)	
OTHER FINANCING SOURCES			
Operating Transfers In	\$ 0	\$ 0	
Operating Transfers Out	3,475,618	3,339,618	
Other	<u>0</u>	<u>0</u>	
Total Other sources (uses)	\$ (3,475,618)	\$ (3,339,618)	
Net Increase (Decrease) in Fund Balance	\$ (11,609,227)	\$ (33,319,126)	
Fund Balance (Deficit), July 1	\$ 86,564,364	\$ 85,338,594	
Fund Balance (Deficit), June 30	\$ 74,955,137	\$ 52,019,469	

⁽¹⁾ District's estimate as of January 31, 2015.

Source: The District's Annual Budget Report for fiscal year 2014-15, and Second Interim Report for fiscal year 2014-15.

In three of the past five fiscal years, the District's annual General Fund revenues have exceeded its annual General Fund expenditures with the District's ending fund balance increasing by approximately \$14 million over that period. In its second interim report for fiscal year 2014-15, the District projects that its General Fund balance will decrease by approximately \$33 million. This decrease is caused primarily by: (i) one-time increased expenditures resulting from certain expenditures carried over from fiscal year 2013-14 and capital expenditures for infrastructure and (ii) increased staffing costs over those which were budgeted. As shown in the table above, the District projects to end fiscal year 2014-15 with a General Fund balance of approximately \$53 million. The District projects that its General Fund balance will decrease slightly thereafter to \$47.8 million at June 30, 2017.

State law requires the District to maintain a reserve for economic uncertainty equal to at least 2% of General Fund expenditures and other financing uses. The District is also required to demonstrate that available reserves for each of the next two fiscal years will equal or exceed the required amount. As of January 31, 2015, the District projected available reserves of 5.54% in fiscal year 2014-15, 5.61% in fiscal year 2015-16

and 6.81% in fiscal year 2016-17. Under SB 858 (as defined below), the District's future reserves may be capped at 6% of annual expenditures in certain fiscal years. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS—Proposition 2" and "STATE OF CALIFORNIA FISCAL ISSUES—2014-15 State Budget—*School Reserves*." As the reserve cap provisions of SB 858 are dependent upon State budget actions, the District cannot predict the fiscal years in which the cap may apply.

For several fiscal years prior to fiscal year 2013-14, the State deferred the payment of certain revenues due to school districts to the following fiscal year. In accordance with State accounting standards, the District applies an accrual method of accounting and, accordingly, Tables 15 through 18 do not reflect any deferral of revenues to future fiscal years. The District has not issued short-term notes to manage cash flow in the current fiscal year. See "DISTRICT DEBT STRUCTURE—Short-Term Debt" herein. The District does not anticipate needing to borrow additional funds on a short-term basis in order to have adequate cash on hand to meet expenditures in the current fiscal year, though the District may borrow from internal funds or from the County Treasurer on a short-term basis, if needed.

Revenue Sources

The District categorizes its General Fund revenues into four sources: (1) state apportionment funding (this was funded from revenue limit sources through fiscal year 2012-13 and thereafter pursuant to the LCFF); (2) federal sources; (3) other State sources; and (4) other local sources. Each of these revenue sources is described below.

State Apportionment Funding

The primary source of District funding prior to fiscal year 2013-14 came from the State in the form of base revenue limit funding per unit of ADA. In fiscal year 2013-14, state apportionment funding changed as a result of the LCFF. See "DISTRICT FINANCIAL MATTERS—State Funding of Education." For fiscal year 2013-14, the District received \$267,489,315 under the LCFF, representing 77.6% of its actual General Fund revenues and for fiscal year 2014-15 projects receipt of \$300,445,280, representing 79.5% of budgeted General Fund revenues.

Federal Revenues

The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Drug Free Schools. The federal revenues, all of which are restricted, comprised approximately 6.7% of General Fund revenues in fiscal year 2013-14. Federal revenues are projected to be approximately 8.0% of General Fund revenues in fiscal year 2014-15.

Other State Sources

In addition to State apportionment funding discussed above, the District receives other State revenues ("Other State Revenues"). In fiscal year 2013-14, Other State Revenues equaled approximately 13.2% of total General Fund revenues and in fiscal year 2014-15, Other State Revenues are projected to equal approximately 11.0% of total General Fund revenues.

Other Local Sources

In addition to property taxes, the District receives additional local sources ("Other Local Revenues") from items such as the leasing of property owned by the District and interest earnings. These Other Local Revenues (including tuition and transfers) equaled approximately 2.3% of the total General Fund revenues in fiscal year 2013-14 and are projected at approximately 1.5% of General Fund revenues in fiscal year 2014-15.

Capital Projects Funds

The District maintains a Capital Facilities Fund, separate and apart from the General Fund, to account for developer fees collected by the District. The District's developer fees may be utilized for any capital purpose related to growth. Separate and apart from the General Fund, the District also maintains a Building Fund to account for general obligation bond proceeds restricted to capital projects and a Special Reserve Fund for Capital Outlay to act as a reserve for Board of Education designated construction projects.

Collection of developer fees followed a formal declaration by the Board of Education which addressed the overcrowding of District schools as a result of new development. These fees are collected pursuant to certain provisions of the Education Code of the State. The square-foot amounts are periodically adjusted for inflation and the current developer fee is \$3.77 per square foot of habitable space on domestic housing developments. The current developer fee on commercial/industrial developments is \$0.54 per square foot. As of June 30, 2014, a balance of \$3,502,945 existed in the District's Capital Facilities Fund. Additionally, as of June 30, 2014, there was a balance of \$22,358,512 in the Building Fund, \$5,612,118 in the County School Facilities Fund and \$13,659,715 in the Special Reserve Fund for Capital Outlay. The amounts in these funds are restricted to pay for capital improvements.

Table 17 below sets forth the District's developer fee collections for fiscal years 2009-10 through 2013-14.

Table 17
RIVERSIDE UNIFIED SCHOOL DISTRICT
Developer Fee Collections

<i>Fiscal Year</i>	<i>Developer Fees Collected</i>
2009-10	\$1,701,666
2010-11	538,916
2011-12	368,602
2012-13	493,428
2013-14	1,017,222

Source: The District.

DISTRICT DEBT STRUCTURE

Long-Term Debt

As of June 30, 2014, the District had \$182,608,842 of long-term debt outstanding. The District has not issued any additional general obligation bonds since that date.

A schedule of changes in long-term debt for the year ended June 30, 2014 is as follows:

Table 18
RIVERSIDE UNIFIED SCHOOL DISTRICT
Long-Term Debt

<i>Governmental Activities</i>	<i>Balance July 1, 2013</i>	<i>Increases</i>	<i>Decreases</i>	<i>Balance June 30, 2014</i>
Capital assets not being depreciated:				
Land	\$ 36,524,876	\$ -	\$ -	\$ 36,524,876
Construction in progress	11,415,969	8,181,810	14,611,178	4,986,601
Total capital assets not being depreciated	<u>47,940,845</u>	<u>8,181,810</u>	<u>14,611,178</u>	<u>41,511,477</u>
Capital assets being depreciated:				
Buildings and improvements	632,254,249	21,171,337	375,641	653,049,945
Furniture and equipment	16,142,271	-	-	16,142,271
Total capital assets being depreciated	<u>648,396,520</u>	<u>21,171,337</u>	<u>375,641</u>	<u>669,192,216</u>
Accumulated depreciation for:				
Buildings and improvements	(158,024,974)	(15,279,702)	(121,051)	(173,183,625)
Furniture and equipment	12,451,650	(687,560)	-	(13,139,210)
Total accumulated depreciation	<u>(170,476,624)</u>	<u>(15,967,262)</u>	<u>(121,051)</u>	<u>(186,322,835)</u>
Total capital assets being depreciated, net	<u>477,919,896</u>	<u>5,204,075</u>	<u>254,590</u>	<u>482,869,381</u>
Governmental activity capital assets, net	<u>\$ 525,860,741</u>	<u>\$ 13,385,885</u>	<u>\$ 14,865,768</u>	<u>\$ 524,380,858</u>

Source: The District.

Additional information regarding the long-term debt and its scheduled repayment is set forth in Note 7 to the District's 2013-14 Audited Financial Statements attached as Appendix B hereto.

Short-Term Debt

As of June 30, 2014, the District did not have any short-term debt outstanding. The District does not expect to issue any Tax and Revenue Anticipation Notes in fiscal year 2014-15.

Direct and Overlapping Debt

Contained within the District are numerous overlapping local agencies providing public services. These local agencies have outstanding debt issued in the form of general obligation, lease revenue and special tax and assessment bonds. The direct and overlapping debt of the District is shown in Table 19 below. Tax and revenue anticipation notes, revenue, mortgage revenue and tax allocation bonds, and non-bonded capital lease obligations are excluded from the debt statement.

The information in the following table has been provided by California Municipal Statistics, Inc. The District has not verified this information and does not guarantee its accuracy.

Table 19
RIVERSIDE UNIFIED SCHOOL DISTRICT
STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT
As of May 1, 2015

2014-15 Assessed Valuation: \$21,245,293,290

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 5/1/15</u>
Metropolitan Water District	0.917%	\$ 1,012,551
Riverside Community College District	25.405	57,694,075
Riverside Unified School District	100.000	135,170,000⁽¹⁾
Riverside Unified School District Community Facilities Districts	100.000	112,410,000
City of Riverside	74.946	10,039,017
City of Riverside Community Facilities Districts	100.000	1,355,000
City of Riverside 1915 Act Bonds	100.000	<u>16,265,000</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$333,945,643
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Riverside County General Fund Obligations	9.410%	\$ 61,239,981
Riverside County Pension Obligation Bonds	9.410	30,156,227
Riverside County Board of Education Certificates of Participation	9.410	172,674
Riverside Unified School District Certificates of Participation	100.000	11,145,000
City of Riverside General Fund Obligations	74.946	176,366,604
City of Riverside Pension Obligation Bonds	74.946	<u>86,768,732</u>
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$365,849,218
Less: Riverside County supported obligations		<u>794,040</u>
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$365,055,178
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):</u>		\$212,560,389
GROSS COMBINED TOTAL DEBT		\$912,355,250 ⁽²⁾
NET COMBINED TOTAL DEBT		\$911,561,210

Ratios to 2014-15 Assessed Valuation:

Direct Debt (\$135,170,000)	0.64%
Total Direct and Overlapping Tax and Assessment Debt	1.57%
Combined Direct Debt (\$146,315,000)	0.69%
Gross Combined Total Debt	4.29%
Net Combined Total Debt.....	4.29%

Ratios to Redevelopment Incremental Valuation (\$4,000,124,911):

Total Overlapping Tax Increment Debt.....	5.31%
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⁽¹⁾ Excludes issue to be sold.

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

Source: California Municipal Statistics, Inc.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

The principal of and interest on the 2015 Bonds are payable solely from the proceeds of an ad valorem tax levied by the County for the payment thereof. (See "SECURITY FOR THE 2015 BONDS" herein.) Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 22, 39, 46, 98, 111 and 1A and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the 2015 Bonds. The tax levied by the County for payment of the 2015 Bonds was approved by the District's voters in compliance with Article XIII A, Article XIII C, and all applicable laws.

Article XIII A

On June 6, 1978, California voters approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the California Constitution. This amendment, which added Article XIII A to the California Constitution, among other things affects the valuation of real property for the purpose of taxation in that it defines the full cash property 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 newly constructed, or when a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year, or reduced in the event of declining property value caused by damage, destruction or other factors including a general economic downturn. The amendment further limits the amount of any *ad valorem* tax on real property to 1% of the full cash value except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition.

Legislation enacted by the California Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in this Official Statement (except as noted) is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value. Tax rates for voter approved bonded indebtedness and pension liability are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of "base" revenue from the tax rate area. Each year's growth allocation becomes part of each agency's allocation the following year. The District is unable to predict the nature or magnitude of future revenue sources that may be provided by the State to replace lost property tax revenues. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Article XIII B

On November 6, 1979, California voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution. In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111. Article XIII B of the California Constitution limits the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the state to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population and services rendered by the governmental entity. The "base year" for establishing such appropriation limit is the 1978-79 fiscal year. Increases in appropriations by a governmental entity are also

permitted (a) if financial responsibility for providing services is transferred to the governmental entity, or (b) for emergencies so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979 on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the Federal government, appropriations for qualified outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (a) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (b) the investment of tax revenues and (c) certain State subventions received by local governments. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

As amended in June 1990, the appropriations limit for local governments in each year is based on the limit for the prior year, adjusted annually for changes in the costs of living and changes in population, and adjusted, where applicable, for transfer of financial responsibility of providing services to or from another unit of government. The change in the cost of living is, at the local government's option, either (i) the percentage change in California per capita personal income, or (ii) the percentage change in the local assessment roll for the jurisdiction due to the addition of nonresidential new construction. The measurement of change in population is a blended average of statewide overall population growth, and change in attendance at local school and community college ("K-14") districts.

As amended by Proposition 111, the appropriations limit is tested over consecutive two-year periods. Any excess of the aggregate "proceeds of taxes" received by the District over such two-year period above the combined appropriations limits for those two years is to be returned to taxpayers by reductions in tax rates or fee schedules over the subsequent two years. Any proceeds of taxes received by the District in excess of the appropriations limit are absorbed into the State's allowable limit. The District does not currently have and does not anticipate having "proceeds of taxes" in excess of its appropriations limit.

Article XIII B permits any government entity to change the appropriations limit by vote of the electorate in conformity with statutory and Constitutional voting requirements, but any such voter-approved change can only be effective for a maximum of four years. Pursuant to statute, if a school district receives any proceeds of taxes in excess of its appropriations limit, it may, by resolution of the governing board, increase its appropriations limit to equal the amount received, provided that the State has sufficient excess appropriations limit in that fiscal year.

Articles XIII C and XIII D

On November 5, 1996, California voters approved Proposition 218—Voters Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIII C and XIII D to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. Among other things, Proposition 218 states that all taxes imposed by local governments shall be deemed to be either "general taxes" (imposed for general governmental purposes) or "special taxes" (imposed for specific purposes); prohibits special purpose government agencies, including 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. Proposition 218 also 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 C also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. A portion of the District's revenues are received annually from property taxes. The State Constitution and the laws of the State impose a mandatory, statutory duty on the County Treasurer and Tax Collector to levy a property tax sufficient to pay debt service on the 2015 Bonds coming due in each year. There is no court case which directly addresses whether the initiative power may be used to reduce or repeal the *ad valorem* taxes pledged to repay general obligation bonds. See "DISTRICT FINANCIAL MATTERS—General Fund Revenue Sources." In the case of *Bighorn-Desert View Water Agency v. Virjil (Kelley)* (the "Bighorn Decision"), the California Supreme Court held that water service charges may be reduced or repealed through a local voter initiative subject to Article XIII C. The Supreme Court did state that it was not holding that the initiative power is free of all limitations. Such initiative power could be subject to the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution. Legislation adopted in 1997 provides that Article XIII C shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIII D deals with assessments and property-related fees and charges. Article XIII D explicitly provides that nothing in Article XIII C or XIII D shall be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by the District. No developer fees imposed by the District are pledged or expected to be used to make payments with respect to the 2015 Bonds.

The provisions of Article XIII C and XIII D 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.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

Proposition 46

On June 3, 1986, California voters approved Proposition 46, which provided an additional exemption to the 1% tax limitation imposed by Article XIII A. Under this amendment to Article XIII A, local governments and school districts may increase the property tax rate above 1% for the period necessary to retire new general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

Proposition 39

On November 7, 2000, California voters approved Proposition 39, called the “Smaller Classes, Safer Schools and Financial Accountability Act” (the “Smaller Classes Act”) which amends Section 1 of Article XIII A, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code and allows an alternative means of seeking voter approval for bonded indebtedness by 55 percent of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The 55 percent voter requirement applies only if the bond measure submitted to the voters includes, among other items: (1) a restriction that the proceeds of the bonds may be used for “the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities,” (2) a list of projects to be funded and a certification that the school district board has evaluated “safety, class size reduction, and information technology needs in developing that list” and (3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIII A has been added to exempt from the one percent *ad valorem* tax limitation under Section 1(a) of Article XIII A of the Constitution levies to pay bonds approved by the 55 percent of the voters, subject to the restrictions explained above.

The Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39 and amends various sections of the Education Code. Under amendments to Section 15268 and 15270 of the Education Code, the following limits on *ad valorem* taxes apply in any single election: (1) for a school district, indebtedness shall not exceed \$30 per \$100,000 of taxable property, (2) for a unified school district, indebtedness shall not exceed \$60 per \$100,000 of taxable property, and (3) for a community college district, indebtedness shall not exceed \$25 per \$100,000 of taxable property. Finally, AB 1908 requires that a citizens’ oversight committee must be appointed to review the use of the bond funds and inform the public about their proper usage.

Propositions 98 and 111

On November 8, 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (“Proposition 98”). Proposition 98 changed State funding of public education below the university level and the operation of the State’s appropriations limit, primarily by guaranteeing K-14 schools a minimum share of State General Fund revenues. Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 schools are guaranteed the greater of (a) 40.9% of State General Fund revenues (the “first test”), or (b) the amount appropriated to K-14 schools 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”), or (c) a “third test” which would replace the second test in any year when the percentage growth in per capita State General Fund revenues from the prior year plus 1/2 of 1% is less than the percentage growth in California per capita personal income. Under the third test, schools would receive the amount appropriated in

the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test would become a “credit” to schools which would be paid in future years when State General Fund revenue growth exceeds personal income growth.

Proposition 98 permits the Legislature by two-thirds vote of both houses, with the Governor’s concurrence, to suspend the K-14 schools’ minimum funding formula for a one-year period, and any corresponding reduction in funding for that year will not be paid in subsequent years. However, in determining the funding level for the succeeding year, the formula base for the prior year will be reinstated as if such suspension had not taken place. In certain fiscal years, the State Legislature and the Governor have utilized this provision to avoid having the full Proposition 98 funding paid to support K-14 schools.

Proposition 98 also changes how tax revenues in excess of the State Appropriations Limit are distributed. “Excess” tax revenues are determined based on a two-year cycle, so that the State could avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year were under its limit. After any two-year period, if there are excess State tax revenues, 50% of the excess would be transferred to K-14 schools with the balance returned to taxpayers. Further, any excess State tax revenues transferred to K-14 schools are not built into the school districts’ base expenditures for calculating their entitlement for State aid in the next year, and the State’s appropriations limit will not be increased by this amount.

Since Proposition 98 is unclear in some details, there can be no assurance that the Legislature or a court might not interpret Proposition 98 to require a different percentage of State General Fund revenues to be allocated to K-14 districts, 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, some fiscal observers expect Proposition 98 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 ability to fund such other programs by raising taxes.

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. One major reason is that Proposition 98 minimums under the first test and the second test described above are dependent on State General Fund revenues. In several recent fiscal years, the State made actual allocations to K-14 districts based on an assumption of State General Fund revenues at a level above that which was ultimately realized. In such years, the State has considered the amounts appropriated above the minimum as a loan to K-14 districts, and has deducted the value of these loans from future years’ estimated Proposition 98 minimums.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully

reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Many of the provisions of Proposition 1A have been superseded by Proposition 22 enacted in November 2010.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding California Assembly Bill x1 26 to be constitutional and California Assembly Bill x1 27 to be unconstitutional. As a result, all redevelopment agencies in California were dissolved on February 1, 2012, and the property tax revenue which previously flowed to the redevelopment agencies is now instead going to other local governments, including school districts. It is likely that the dissolution of redevelopment agencies has mooted the effects of Proposition 22.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30" and the Governor's Tax Initiative), which temporarily increases the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposes an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2017. Proposition 30 also imposes an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax will be levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$608,000 for joint filers).

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See "— Propositions 98 and 111." From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "EPA"). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the

moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 2

On November 4, 2014, voters approved the Rainy Day Budget Stabilization Fund Act (also known as “Proposition 2”). Proposition 2 is a legislatively-referred constitutional amendment which makes certain changes to State budgeting practices, including substantially revising the conditions under which transfers are made to and from the State’s Budget Stabilization Account (the “BSA”) established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

Under Proposition 2, and beginning in fiscal year 2015-16 and each fiscal year thereafter, the State will generally be required to annually transfer to the BSA an amount equal to 1.5% of estimated State general fund revenues (the “Annual BSA Transfer”). Supplemental transfers to the BSA (a “Supplemental BSA Transfer”) are also required in any fiscal year in which the estimated State general fund revenues that are allocable to capital gains taxes exceed 8% of total estimated general fund tax revenues. Such excess capital gains taxes—net of any portion thereof owed to K-14 school districts pursuant to Proposition 98—will be transferred to the BSA. Proposition 2 also increases the maximum size of the BSA to an amount equal to 10% of estimated State general fund revenues for any given fiscal year. In any fiscal year in which a required transfer to the BSA would result in an amount in excess of the 10% threshold, Proposition 2 requires such excess to be expended on State infrastructure, including deferred maintenance.

For the first 15 year period ending with fiscal year 2029-30, Proposition 2 provides that half of any required transfer to the BSA, either annual or supplemental, must be appropriated to reduce certain State liabilities, including making certain payments owed to K-14 school districts, repaying State interfund borrowing, reimbursing local governments for State mandated services, and reducing or prefunding accrued liabilities associated with State-level pension and retirement benefits. Following the initial 15-year period, the Governor and the Legislature are given discretion to apply up to half of any required transfer to the BSA to the reduction of such State liabilities. Any amount not applied towards such reduction must be transferred to the BSA or applied to infrastructure, as described above.

Proposition 2 changes the conditions under which the Governor and the Legislature may draw upon or reduce transfers to the BSA. The Governor does not retain unilateral discretion to suspend transfers the BSA, nor does the Legislature retain discretion to transfer funds from the BSA for any reason, as previously provided by law. Rather, the Governor must declare a “budget emergency,” defined as a an emergency within the meaning of Article XIII B of the Constitution or a determination that estimated resources are inadequate to fund State general fund expenditures, for the current or ensuing fiscal year, at a level equal to the highest level of State spending within the three immediately preceding fiscal years. Any such declaration must be followed by a legislative bill providing for a reduction or transfer. Draws on the BSA are limited to the amount necessary to address the budget emergency, and no draw in any fiscal year may exceed 50% of funds on deposit in the BSA unless a budget emergency was declared in the preceding fiscal year.

Proposition 2 also requires the creation of the Public School System Stabilization Account (the “PSSSA”) into which transfers will be made in any fiscal year in which a Supplemental BSA Transfer is required (as described above). Such transfer will be equal to the portion of capital gains taxes above the 8% threshold that would be otherwise paid to K-14 school districts as part of the minimum funding guarantee. A transfer to the PSSSA will only be made if certain additional conditions are met, as follows: (i) the minimum funding guarantee was not suspended in the immediately preceding fiscal year, (ii) the operative Proposition 98 formula for the fiscal year in which a PSSSA transfer might be made is “Test 1,” (iii) no maintenance factor obligation is being created in the budgetary legislation for the fiscal year in which a PSSSA transfer might be made, (iv) all prior maintenance factor obligations have been fully repaid, and (v) the minimum funding

guarantee for the fiscal year in which a PSSSA transfer might be made is higher than the immediately preceding fiscal year, as adjusted for ADA growth and cost of living. Proposition 2 caps the size of the PSSSA at 10% of the estimated minimum guarantee in any fiscal year, and any excess funds must be paid to K-14 school districts. Reductions to any required transfer to the PSSSA, or draws on the PSSSA, are subject to the same budget emergency requirements described above. However, Proposition 2 also mandates draws on the PSSSA in any fiscal year in which the estimated minimum funding guarantee is less than the prior year's funding level, as adjusted for ADA growth and cost of living.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the State Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C, Article XIII D, and Propositions 22, 26, 30, 39, 46, 98, 111 and 1A were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting school districts' revenues or such districts' ability to expend revenues.

There can be no assurance that the California electorate will not at some future time adopt other initiatives or that the Legislature will not enact legislation that will amend the laws or the Constitution of the State of California resulting in a reduction of amounts legally available to the District.

STATE OF CALIFORNIA FISCAL ISSUES

The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guarantee the accuracy or completeness of this information and has not independently verified such information.

General Overview

Recent Financial Stress on State Budget. In 2008, the State began experiencing the most significant economic downturn and financial pressure since the Great Depression of the 1930s. Despite the recent significant budgetary improvements, there remain a number of major risks and pressures that threaten the State's financial condition, including the need to repay approximately \$5.0 billion of obligations which were deferred to balance budgets during the economic downturn and large unfunded liabilities now totaling approximately \$222 billion for PERS, STRS and the State's retiree healthcare benefits plan. In addition, the State's revenues (particularly the personal income tax) can be volatile and correlate to overall economic conditions. There can be no assurances that the State will not face fiscal stress and cash pressures again, or

that other changes in the State or national economies will not materially adversely affect the financial condition of the State. See “—2014-15 State Budget.”

Cash Management by State and Impact on Schools. To conserve cash in light of declining revenues, the State has enacted several statutes deferring the payment of amounts owed to public schools, until a later date in the current, or in a subsequent, fiscal year. This technique had been used in all of the State’s budget bills from fiscal year 2008-2009 through fiscal year 2012-13. Some of these statutory deferrals were made permanent, and others were implemented only for one fiscal year. These deferrals reduced amounts paid to K-12 districts and resulted in deferred payments that at one point totaled more than \$10 billion. These deferrals also created cash flow shortages for certain K-12 districts which required an increased level of cash flow borrowings. The 2014-15 Budget repays approximately \$4.7 billion in such deferrals and the Governor proposes to repay the remaining \$1.0 billion of deferrals in fiscal year 2015-16. See “—2014-15 State Budget” and “—Governor’s Proposed 2015-16 Budget.”

2014-15 State Budget

On June 20, 2014, the Governor signed into law the State budget for fiscal year 2014-15 (the “2014-15 Budget”). The following information is drawn from the State Department of Finance’s summary of the 2014-15 Budget.

The 2014-15 Budget adopts revenue projections previously included in the Governor’s May revision to the proposed budget for fiscal year 2014-15. For fiscal year 2013-14, the 2014-15 Budget projects revised total State general fund revenues of \$102.2 billion, and total State general fund expenditures of \$100.7 billion. The 2014-15 Budget now projects a fiscal year 2013-14 general fund surplus of \$2.9 billion. For fiscal year 2014-15, the 2014-15 Budget projects total State general fund revenues of \$109.4 billion and expenditures of \$108 billion. The 2014-15 Budget also projects a fiscal year 2014-15 State general fund surplus of approximately \$2.1 billion. This amount is a combination of \$449 million in the traditional general fund reserve, and an authorized deposit of \$1.6 billion into the BSA established by the California Balanced Budget Act of 2004 (also known as Proposition 58).

As part of implementing certain provisions of the 2014-15 Budget, a legislatively-referred constitutional amendment (Proposition 2) was placed on the ballot, and ultimately approved by the voters at the November 4, 2014 statewide election. Among other things, Proposition 2 will create a reserve account that is expected to smooth spikes in education funding. See also “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS—Proposition 2.”

The 2014-15 Budget includes total funding of \$76.6 billion (comprised of \$45.3 billion from the State general fund and \$31.3 billion from other funds) for all K-12 education programs. For fiscal year 2014-15, the Proposition 98 minimum funding guarantee is set at \$60.9 billion, an increase of \$5.6 billion over the amount included in the fiscal year 2013-14 State budget. When combined with funding increases of \$4.4 billion in fiscal years 2012-13 and 2013-14, the 2014-15 Budget provides \$10 billion of additional funding for K-14 education. The 2014-15 Budget projects that Proposition 98 funding for K-12 education will grow by more than \$12 billion from fiscal year 2011-12 to fiscal year 2014-15, representing an increase of more than \$1,900 per student.

Significant features of the 2014-15 Budget related to the funding of K-12 education include the following:

- *Teacher Pensions* – The 2014-15 Budget includes a plan to reduce the \$74.4 billion unfunded CalSTRS liability in approximately 30 years by increasing contribution rates among the State, school districts, community college districts and participating employees. Under the plan, (i) teacher contributions will increase from 8% to a total of 10.25% of pay, phased in over the next three years; (ii) school district and community college district contributions will increase from

- 8.25% to 19.1% of payroll, phased in over the next seven years; and (iii) the State contributions will increase from approximately 3% to 6.3% of payroll, phased in over the next three years. The State will also continue to pay 2.5% of payroll annually for a supplemental inflation protection program, for a total contribution of 8.8% of payroll in fiscal year 2016-17 and ongoing. For fiscal year 2014-15, these increases are expected to result in \$276 million of additional contributions from all three entities. The plan also provides the CalSTRS board with limited authority to (i) increase State, school district and community college district contributions based on changing conditions, and (ii) reduce school district and community college district contributions if they are no longer necessary.
- *Local Control Funding Formula* – An increase of \$4.75 billion in Proposition 98 funding to continue the transition to the LCFF. This increase is projected to close the funding implementation gap between fiscal year 2013-14 funding levels and the LCFF target funding levels by more than 29%. The 2014-15 Budget also addresses an administrative problem related to the collection of income eligibility forms that are used to determine student eligibility for free or reduced price meals. See also “DISTRICT FINANCIAL MATTERS – State Funding of Education – Local Control Funding Formula” herein.
 - *School Reserves* – Senate Bill 858 (Stats. 2014, Chapter 32) (“SB 858”), trailer legislation to the 2014-15 Budget, creates new disclosure requirements effective beginning fiscal year 2015-16 for school districts that have general fund reserves in excess of the State minimum. Existing minimum reserve levels vary between one to five percent of general fund expenditures, depending on the size of the district, and generally require higher reserves for smaller school districts. SB 858 would require school districts to identify amounts in excess of their required reserves and explain the need for higher levels. This information must be disclosed at a public meeting and in each budget submitted to a county office of education. The LAO indicates that available data shows that virtually all school districts maintain excess reserves. As a result of the passage of Proposition 2 (discussed above), certain additional provisions of SB 858 have gone into effect that will cap school district reserve levels. Reserves will be capped in any fiscal year following a State deposit into the PSSSA created by Proposition 2. See also “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS —Proposition 2.” Caps for most school districts will range between three to ten percent of annual general fund expenditures. SB 858 permits a county office of education to grant an exemption from the reserve cap for up to two years if a school district demonstrates that it would face extraordinary fiscal circumstances justifying a higher reserve.
 - *K-12 Deferrals* – The 2014-15 provides \$4.7 billion in Proposition 98 funding for K-12 expenses that had been deferred from one year to the next during the recession, leaving an outstanding balance of less than \$900 million in K-12 deferrals at the end of fiscal year 2014-15. The 2014-15 Budget also includes a trigger mechanism that will appropriate any additional funding resources attributable to fiscal years 2013-14 and 2014-15 subsequent to the enactment of the 2014-15 Budget in order to retire the remaining deferral balance.
 - *Independent Study* – The 2014-15 Budget streamlines the existing independent study program, reducing administrative burdens and freeing up time for teachers to spend on student instruction and support, while making it easier for schools to offer and expand instructional opportunities available to students through non-classroom based instruction.
 - *K-12 Mandates* – An increase of \$400.5 million in one-time Proposition 98 funding to reimburse K-12 local educational agencies for the costs of State-mandated programs.
 - *K-12 High-Speed Internet Access* – An increase of \$26.7 million in one-time Proposition 98 funding for the K-12 High Speed Network to provide technical assistance and grants to K-12 local

educational agencies required to successfully implement Common Core. These funds will be targeted to those K-12 local educational agencies most in need of help with securing internet connectivity and infrastructure required to implement the new computer adaptive tests under Common Core.

- *Career Technical Education Pathways Program* – An increase of \$250 million in one-time Proposition 98 funding to support competitive grants for participating K-14 local educational agencies. The Career Pathways Trust Program provides grant awards to improve career technical programs and linkages between employers, schools, and community colleges.

For additional information regarding the State’s budgets and revenue projections and a more detailed description of the 2014-15 Budget, see the State Department of Finance (“DOF”) website at www.dof.ca.gov. However, the information presented on such website is not incorporated herein by reference.

Future Actions. The District cannot predict what actions will be taken in the future by the State legislature and the Governor to address changing State revenues and expenditures. The District also cannot predict 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 over which the District will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State’s ability to fund schools. State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the District.

Governor’s Proposed 2015-16 Budget

On January 9, 2015, the Governor released his proposed State budget for fiscal year 2015-16 (the “Proposed Budget”). The following information is taken from the LAO’s overview of the Proposed Budget, dated January 13, 2015.

The Proposed Budget assumes, for fiscal year 2014-15, total general fund revenues and transfers of \$108 billion and authorizes total expenditures of \$111.7 billion. The State is projected to end the 2014-15 fiscal year with a general fund surplus of \$2.1 billion, comprised of a balance of \$452 million in the State’s traditional budget reserve and a balance of \$1.6 billion in the BSA. For fiscal year 2015-16, the Proposed Budget assumes total general fund revenues of \$113.4 billion and authorizes expenditures of \$113.3 billion. The State is projected to end the 2015-16 fiscal year with a \$3.4 billion general fund surplus, comprised of a \$534 million balance in the budget reserve and \$2.8 billion in the BSA. The balance in the BSA includes a \$1.2 billion deposit mandated by the provisions of Proposition 2. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS— Proposition 2.” This \$1.2 billion deposit to the BSA reflects half of the total Annual BSA Transfer and Supplemental BSA Transfer required by Proposition 2, and the Proposed Budget allocates the other \$1.2 billion towards paying down special fund loans and certain Proposition 98 “settle up” obligations created by previous budgetary legislation that understated the minimum funding guarantee. Under the Proposed Budget, outstanding Proposition 98 “settle up” obligations at the end of fiscal year 2015-16 total \$1.3 billion.

As a result projected increases to State general fund revenues, as well as certain revisions to student attendance, the Proposed Budget includes revised estimates of the minimum funding guarantees for fiscal years 2013-14 and 2014-15. The fiscal year 2013-14 minimum funding guarantee is revised upward to \$58.7 billion, an increase \$371 million from the estimate included in the 2014-15 Budget. For fiscal year 2014-15, the minimum funding guarantee is revised at \$63.2 billion, approximately \$2.3 billion higher than that included in the 2014-15 Budget.

For fiscal year 2015-16, the Proposed Budget sets the minimum funding guarantee at \$65.7 billion, including \$47 billion from the State general fund, and reflects an increase of \$2.6 billion (or 4%) from the revised level for fiscal year 2014-15. Despite the increase in the minimum guarantee, the State general fund

share is only \$371 million. A projected growth in available local property tax collections accounts for the balance, and results primarily from the Governor's assumption that the "triple flip" legislation, which diverts local property tax revenues from school districts and community colleges to local governments, will sunset. For purposes of Proposition 98, fiscal year 2015-16 is a "Test 2" year, and changes in the minimum guarantee are driven primarily by an increase in per-capita personal income. Under the Proposed Budget, total per-student Proposition 98 funding increases to \$9,571, an increase of \$640 (or 7.2%) from the prior year.

Significant features of the Proposed Budget with respect to K-12 education include the following:

- *Maintenance Factor* – The Proposed Budget authorizes a maintenance factor payment of \$725 million owed to school districts and community college districts, leaving an outstanding maintenance factor of \$1.9 billion.
- *Local Control Funding Formula* – An additional \$4 billion to school districts and charter schools to continue the implementation of the LCFF, reflecting a year-to-year increase of 9%. This amount is estimated to close approximately 32% of the remaining funding gap between fiscal year 2014-15 funding levels and the LCFF target rates. Under the Proposed Budget, the LAO estimates that the LCFF target rates will be approximately 85% funded. The Proposed Budget also provides \$109,000 of Proposition 98 funds to support a cost of living adjustment for county offices of education at their target LCFF funding levels.
- *Apportionment Deferrals* – \$897 million to eliminate all outstanding K-12 apportionment deferrals.
- *Categorical Programs* – An increase of \$71 million to support a 1.58% COLA for selected categorical programs outside of the LCFF.
- *Adult Education* – \$500 million in ongoing funding for adult education. This proposal would build on prior budgetary legislation which mandated the establishment of regional adult education consortia composed of school districts, community college districts and certain other stakeholders for delivery of adult education services. Under the Proposed Budget, the ongoing funding would support programs in elementary and secondary basic skills, citizenship and English as a second language for immigrants, educational programs for disabled adults, short-term career technical education (CTE) and apprenticeship programs. For fiscal year 2015-16 only, these funds would replace, on a dollar-for-dollar basis, LCFF funds currently allocated to school district-run adult education programs in these five areas.
- *Career Technical Education* – \$250 million in funding in each of the next three fiscal years to fund a competitive grant initiative that supports K-12 CTE programs that lead to industry-recognized credentials or postsecondary training. Participating school districts, county offices of education and charter schools would be required to match grant contributions dollar-for-dollar, collect accountability data and commit to providing ongoing support to CTE programs after the expiration of grant funding. Applicants would also be expected to partner with local postsecondary institutions, labor organizations and businesses in applying for the grant funds. The Proposed Budget also includes \$48 million to extend the Career Technical Education Pathways Grant Program, created as part of the fiscal year 2013-14 State budgetary legislation. The primary purpose of the program is to improve linkages between CTE programs and schools and community colleges, as well as between K-14 education and local businesses. The California Department of Education and the California Community Colleges Chancellor's Office jointly administer the program and allocate funding through an interagency agreement.

- *Technology Infrastructure* – \$100 million in one-time funding to support additional broadband infrastructure improvement grants, and builds on prior funding provided in the 2014-15 Budget for such grants.
- *Emergency Repair Program* – An increase of \$273.4 million in one-time Proposition 98 funding for the State Emergency Repair Program, a program designed to repair critical projects at low-performing schools. This additional payment is expected to full retire the State’s ERP obligation.
- *Education Mandates* –\$1.1 billion to reduce a backlog of unpaid reimbursement claims to school districts for the cost of State-mandated programs. Funds will be distributed to school districts on a per-student basis.

For additional information regarding the Proposed Budget, see the DOF’s website at www.dof.ca.gov and the LAO’s website at www.lao.ca.gov. However, the information presented on such websites is not incorporated herein by reference.

State Dissolution of Redevelopment Agencies

On December 30, 2011, the California Supreme Court issued its decision in the case of California Redevelopment Association v. Matosantos (“Matosantos”), finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all Redevelopment Agencies in California ceased to exist as a matter of law on February 1, 2012. The Court in Matosantos also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. See “STATE CONSTITUTIONAL LIMITATIONS ON DISTRICT SOURCES AND EXPENDITURES – Proposition 1A and Proposition 22.” ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide.

ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12) (“AB 1484”), which, together with ABx1 26, is referred to herein as the “Dissolution Act.” The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency under the California Community Redevelopment Law that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a “Successor Agency”). All property tax revenues that would have been allocated to a redevelopment agency, less the corresponding county auditor-controller’s cost to administer the allocation of property tax revenues, are now allocated to a corresponding Redevelopment Property Tax Trust Fund (“Trust Fund”), to be used for the payment of pass-through payments to local taxing entities, and thereafter to bonds of the former redevelopment agency and any “enforceable obligations” of the Successor Agency, as well as to pay certain administrative costs. The Dissolution Act defines “enforceable obligations” to include bonds, loans, legally required payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations.

Among the various types of enforceable obligations, the first priority for payment is tax allocation bonds issued by the former redevelopment agency; second is revenue bonds, which may have been issued by the host city, but only where the tax increment revenues were pledged for repayment and only where other pledged revenues are insufficient to make scheduled debt service payments; third is administrative costs of the Successor Agency, not to exceed \$250,000 in any year, to the extent such costs have been approved in an administrative budget; then, fourth tax revenues in the Trust Fund in excess of such amounts, if any, will be allocated as residual distributions to local taxing entities in the same proportions as other tax revenues. Moreover, all unencumbered cash and other assets of former redevelopment agencies will also be allocated to local taxing entities in the same proportions as tax revenues. Notwithstanding the foregoing portion of this paragraph, the order of payment is subject to modification in the event a Successor Agency timely reports to the Controller and the Department of Finance that application of the foregoing will leave the Successor

Agency with amounts insufficient to make scheduled payments on enforceable obligations. If the county auditor-controller verifies that the Successor Agency will have insufficient amounts to make scheduled payments on enforceable obligations, it shall report its findings to the Controller. If the Controller agrees there are insufficient funds to pay scheduled payments on enforceable obligations, the amount of such deficiency shall be deducted from the amount remaining to be distributed to taxing agencies, as described as the fourth distribution above, then from amounts available to the Successor Agency to defray administrative costs. In addition, if a taxing agency entered into an agreement pursuant to Health and Safety Code Section 33401 for payments from a redevelopment agency under which the payments were to be subordinated to certain obligations of the redevelopment agency, such subordination provisions shall continue to be given effect.

As noted above, the Dissolution Act expressly provides for continuation of pass-through payments to local taxing entities. Per statute, 100% of contractual and statutory two percent pass-throughs, and 56.7% of statutory pass-throughs authorized under the Community Redevelopment Law ACT of 1993 (AB 1290, Chapter 942, Statutes of 1993) (“AB 1290”), are restricted to educational facilities without offset against revenue limit apportionments by the State. Only 43.3% of AB 1290 pass-throughs are offset against State aid so long as the District uses the moneys received for land acquisition, facility construction, reconstruction, or remodeling, or deferred maintenance as provided under Education Code Section 42238(h).

ABX1 26 states that in the future, pass-throughs shall be made in the amount “which would have been received had the redevelopment agency existed at that time,” and that the County Auditor-Controller shall “determine the amount of property taxes that would have been allocated to each redevelopment agency had the redevelopment agency not been dissolved pursuant to the operation of [ABX1 26] using current assessed values and pursuant to statutory [pass-through] formulas and contractual agreements with other taxing agencies.”

Successor Agencies continue to operate until all enforceable obligations have been satisfied and all remaining assets of the Successor Agency have been disposed of. AB 1484 provides that once the debt of the Successor Agency is paid off and remaining assets have been disposed of, the Successor Agency shall terminate its existence and all pass-through payment obligations shall cease.

The District can make no representations as to the extent to which State apportionments may be offset by the future receipt of residual distributions or from unencumbered cash and assets of former redevelopment agencies any other surplus property tax revenues pursuant to the Dissolution Act.

Litigation Challenging Method of School Financing

In *Robles-Wong, et al. v. State of California* (Alameda County Superior Court, Case No. RG-10-515768), plaintiffs challenge the state’s “education finance system” as unconstitutional. Plaintiffs, consisting of 62 minor school children, various school districts (including the District), the California Association of School Administrators and the California School Boards Association, allege the state has not adequately fulfilled its constitutional obligation to support its public schools, and seek an order enjoining the state from continuing to operate and rely on the current financing system and to develop a new education system that meets constitutional standards as declared by the court. In a related matter, *Campaign for Quality Education et al. (“CQE”) v. State of California* (Alameda County Superior Court, Case No. RG-10-524770), plaintiffs also challenge the constitutionality of the State’s education finance system. The court issued a ruling that there was no constitutional right to a particular level of school funding. The court allowed plaintiffs to amend their complaint with respect to alleged violation of plaintiffs’ right to equal protection. Both of these cases were dismissed by the trial court and the plaintiffs have appealed the rulings.

The District cannot predict the outcome of this litigation or its possible impact on the District’s financial condition.

LEGAL MATTERS

Tax Matters

In the opinion of Best Best & Krieger LLP, Riverside, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the 2015 Bonds is excluded from gross income for federal income tax purposes. In the further opinion of Bond Counsel, interest on the 2015 Bonds is exempt from State of California personal income tax. Bond Counsel notes that interest on the 2015 Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. Bond Counsel further notes, however, that, with respect to corporations, such interest may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the 2015 Bonds is based upon certain representations of fact and certifications made by the District, the Purchaser and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the 2015 Bonds to assure that interest on the 2015 Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the 2015 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2015 Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the 2015 Bonds become includable in gross income for federal income tax purposes, the 2015 Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2015 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent 2015 Bond Owners from realizing the full current benefit of the tax status of such interest. For example, legislative proposals arise from time to time which would limit the exclusion from gross income of interest on obligations like the 2015 Bonds to some extent for taxpayers who are individuals and whose income is subject to higher marginal income tax rates or that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2015 Bonds. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the 2015 Bonds. Prospective purchasers of the 2015 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the 2015 Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a 2015 Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the 2015 Bonds will be selected for audit by the IRS. It is also possible that the market value of the 2015 Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the 2015 Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain

requirements of the Code, the accrual or receipt of interest on the 2015 Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the 2015 Bonds.

A copy of the proposed form of opinion of Bond Counsel for the 2015 Bonds is attached in Appendix A.

Legality for Investment in California

Under provisions of the California Financial Code, the 2015 Bonds are legal investments for commercial banks in California to the extent that the 2015 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, are eligible for security for deposits of public moneys in the State.

No Litigation

No litigation is pending or threatened concerning the validity of the 2015 Bonds, and a certificate to that effect will be furnished by the District at the time of the original delivery of the 2015 Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue and retire the 2015 Bonds.

In the opinion of the District, there are no claims or lawsuits pending against the District that will materially adversely affect the finances of the District.

Verification

Upon delivery of the 2015 Bonds, the Verification Agent will deliver a report on the mathematical accuracy of certain computations based upon certain information and assertions provided to it by the District or its consultants relating to (a) the adequacy of the amounts in the Escrow Fund to pay the redemption price and premium of, and interest on, the Refunded Bonds and (b) the computations of yield of the 2015 Bonds and investments, if any, in the Escrow Fund which support Bond Counsel's opinion that the interest on the 2015 Bonds is excluded from gross income for federal income tax purposes.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Certificate delivered by the District in connection with the Bonds (the "Continuing Disclosure Certificate"), the District has agreed to provide, or cause to be provided, to the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at www.emma.msrb.org certain annual financial information and operating data concerning the District. The Annual Report to be filed by the District will include audited financial statements of the District and additional financial and operating data concerning the District as set forth in Section 4 of the Continuing Disclosure Certificate attached as Appendix C.

The Continuing Disclosure Certificate will inure solely to the benefit of any Dissemination Agent, the Purchaser and owners or beneficial owners from time to time of the Bonds. The sole remedy following a default of the District's obligation under the Continuing Disclosure Certificate is an action to compel specific performance by the District with the terms thereof.

The Continuing Disclosure Certificate provides that any required filing may be made through a central depository approved by the Securities and Exchange Commission.

During the last five years, the District has failed to comply in certain respects with continuing disclosure obligations related to its outstanding indebtedness and certain of its related entities, including certain community facilities districts. Such failure to comply fell into two general categories: (i) failure to provide significant event notices with respect to changes in the ratings of outstanding indebtedness, primarily related to changes in the ratings of various bond insurers insuring the indebtedness of the District or its related entities; and (ii) missing or late filing of annual reports with respect to a number of the bond issues. In many cases with respect to audited comprehensive annual financial statements, budgetary information and interim financial reports, such information and reports were available on the District's website and/or available in other continuing disclosure filings made by the District. Identification of the herein described events does not constitute a representation by the District that the late, missed or incomplete filings were material.

For example, such failures included the following:

<i>Debt Obligation</i>	<i>Fiscal Year(s) Ended June 30</i>	<i>Filing Deficiency</i>
Riverside Unified School District Election of 2001 General Obligation Bonds, Series B	2010 through 2013	Late Filings of First Interim Reports, submitted January 8, 2015
	2011 through 2013	Late Filings of Adopted Budgets, submitted January 8, 2015
	2011	Late Filing of Annual Report and Audited Financial Statements, submitted January 8, 2015
	2012	Late Filing (approximately 11 days) of Audited Financial Statements
	2013	Late Filing of Audited Financial Statements, submitted January 8, 2015
Riverside Unified School District Election of 2001 General Obligation Bonds, Series C	2010 through 2013	Late Filings of First Interim Reports, submitted January 8, 2015
	2011 through 2013	Late Filings of Adopted Budgets, submitted January 8, 2015
	2011	Late Filing of Annual Report and Audited Financial Statements, submitted January 8, 2015
	2012	Late Filing (approximately 11 days) of Audited Financial Statements
	2013	Late Filing of Audited Financial Statements, submitted January 8, 2015
Riverside Unified School District General Obligation Refunding Bonds, Series 2011	2012 through 2013	Late Filings of First Interim Reports, submitted January 8, 2015
	2012 through 2013	Late Filings of Adopted Budgets, submitted January 8, 2015
	2012	Late Filing (approximately 11 days) of Audited Financial Statements
	2013	Late Filing of Audited Financial Statements, submitted January 8, 2015

<i>Debt Obligation</i>	<i>Fiscal Year(s) Ended June 30</i>	<i>Filing Deficiency</i>
Riverside Unified School District Refunding Certificates of Participation Series A of 2001	2010 through 2012	Late Filing (2010 - approximately 42 days and 2011 – approximately 56 days) of Audited Financial Statements and Late Filing of Unaudited Actuals (2012 – approximately 9 days)
	2012, 2013 and 2014	2012, 2013 and 2014 Audited Financial Statements submitted January 8, 2015
Community Facilities District No. 9 of Riverside Unified School District 2001 Special Tax Bonds, Series A (Improvement Area Nos. 1, 3 & 5)	2010 and 2011	Late Filing (72 days and 86 days) of Audited Financial Statements
Community Facilities District No. 9 of Riverside Unified School District 2001 Special Tax Bonds, Series B (Improvement Area No. 4)	2010 and 2011	Late Filing (72 days and 86 days) of Audited Financial Statements
Community Facilities District No. 9 of Riverside Unified School District 2002 Special Tax Bonds, Series C (Improvement Area No. 2)	2010	Unaudited Financial Statements submitted Late filing of Audited Financial Statements
	2011	Late filing of Audited Financial Statements
Community Facilities District No. 12 (Bridle Creek) of Riverside Unified School District 2004 Special Tax Bonds, Series A	2010	Late filing of Audited Financial Statements
Community Facilities District No. 26 of Riverside Unified School District Special Tax Bonds, 2008 Series A	March 10, 2010, August 10, 2010 and August 10, 2012	Late Filing (approximately 71 days, approximately 2 days and approximately 18 days) of Semi-Annual Reports
Community Facilities District No. 12 (Bridle Creek) of Riverside Unified School District Special Tax Bonds, 2009 Series A	March 10, 2010 and August 10, 2010	Late Filing (approximately 71 days and approximately 6 days) of Semi-Annual Reports
Community Facilities District No. 15 (Mission Ranch) of Riverside Unified School District Special Tax Bonds, 2009 Series A (Improvement Area No. 3)	March 10, 2010 and August 10, 2010	Late Filing (approximately 71 days and approximately 2 days) of Semi-Annual Reports
Community Facilities District No. 15 of Riverside Unified School District (Improvement Area No. 3) Special Tax Bonds, 2013 Series C	2013	Late Filing (3 days) of Annual Report and Audited Financial Statements

The District and its related entities have internally reviewed their previous filings and have made additional filings to provide certain of the previously omitted information. With respect to notices or rating changes, the District and its related entities prepared and filed respective corrective notices regarding bond insurer ratings and underlying ratings of the District's outstanding general obligation bonds and certificates of participation and Community Facilities District No 7 (Victoria Grove) of the Riverside Unified School District's outstanding 2006 Special Tax Refunding Bonds.

In order to ensure ongoing compliance by the District and its related entities with their continuing disclosure undertakings, the District is reviewing its continuing disclosure compliance procedures and expects to institute new procedures to ensure future compliance and coordination between the District and its related entities. [UPDATE]

MISCELLANEOUS

Ratings

Moody's Investor's Service, Inc. ("Moody's") and Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") have assigned the rating of "___" and "___", respectively, to the 2015 Bonds. The ratings reflect only the views of such organizations and an explanation of the significance of such ratings may be obtained from Moody's and S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the ratings for the 2015 Bonds will continue for any given period of time or that any of the ratings will not be revised downward or withdrawn entirely by a rating agency, 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 2015 Bonds.

Underwriting

The 2015 Bonds were sold by competitive bid on _____, 2015 to _____ (the "Purchaser") as the successful bidder, in accordance with the Notice of Sale. The Purchaser has agreed to purchase the 2015 Bonds at the initial purchase price of \$_____ (being equal to the aggregate principal amount of the 2015 Bonds, [plus/less] a [net] original issue premium/discount of \$_____, and less a Purchaser's discount of \$_____). The Notice of Sale provides that the Purchaser will purchase all of the 2015 Bonds if any are purchased and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Notice of Sale. The Purchaser may offer and sell the 2015 Bonds to certain dealers and others at prices lower than the offering prices stated on the cover page hereof. The offering prices may be changed from time to time by the Purchaser.

Audited Financial Statements

The District's audited financial statements for fiscal year 2013-14 included in this Official Statement have been audited by Nigro & Nigro, PC, Murrieta, California (the "Auditor"), independent auditors. Attention is called to the scope limitation described in the Auditor's report accompanying the financial statements. The Auditor has not been requested to consent to the inclusion of its report in this Official Statement. The Auditor has not undertaken to update the audited financial statements for fiscal year 2013-14 or its report, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated December 1, 2014. See Appendix B—"DISTRICT'S 2013-14 AUDITED FINANCIAL STATEMENTS" herein.

Financial Interests

The fees being paid to the Purchaser, Bond Counsel, Disclosure Counsel, the District's Financial Advisor and the Verification Agent are contingent upon the issuance and delivery of the 2015 Bonds.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to purchasers of the 2015 Bonds. Quotations from and summaries and explanations of the 2015 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 2015 Bond Owner may obtain copies of District reports, including audits and budgets, as available, from the District at 3380 14th Street, Riverside, California 92501. The District may impose a charge for copying, mailing and handling.

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 2015 Bonds.

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

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

FORM OF OPINION OF BOND COUNSEL FOR THE 2015 BONDS

[TO COME]

APPENDIX B

DISTRICT'S FISCAL YEAR 2013-14 AUDITED FINANCIAL STATEMENTS

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (the “Disclosure Certificate”) is executed and delivered by the Riverside Unified School District (the “Issuer”), in connection with the issuance and delivery of its \$_____ 2015 General Obligation Refunding Bonds (the “Bonds”). The Bonds are being issued pursuant to a resolution of the Issuer adopted on May 4, 2015 (the “Resolution”). The Issuer covenants as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the 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” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Disclosure Representative” shall mean the Superintendent of the Issuer, Deputy Superintendent, Business Services and Governmental Relations of the Issuer or either of their designees, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean, initially, the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has been filed with the Dissemination Agent a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Participating Underwriter” shall mean the original purchaser of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Rule” shall mean 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.

“Tax-exempt” shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than March 1 after the end of the Issuer’s Fiscal Year, commencing with the report for the Fiscal Year ending June 30, 2015, provide to the Repository an Annual Report which is consistent with the requirements of

Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any Fiscal Year longer than 12 calendar months. The Issuer's Fiscal Year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the Repository and the Paying Agent and the Dissemination Agent of a change in the Fiscal Year dates. The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent (if the Issuer is not the Dissemination Agent) shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice to the Repository, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided. The Dissemination Agent's duties under this clause (ii) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) (i) The audited financial statements of the Issuer for the most recent Fiscal Year of the Issuer then ended; (ii) the most recently adopted budget of the Issuer and, if required to be prepared and filed, the First Interim Report for the then current Fiscal Year; and (iii) an update of the information contained in Tables 1 through 4 and 14 contained under the headings "TAX BASE FOR REPAYMENT OF THE 2015 BONDS" and "DISTRICT FINANCIAL MATTERS" in the Official Statement for the Bonds. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements, if any, of the Issuer shall be audited by such auditor as shall then be required or permitted by State law. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide a

notice of such modification to the Repository, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not in excess of 10 business days after the occurrence of the event:

1. principal and interest payment delinquencies.
2. tender offers.
3. defeasances.
4. rating changes.
5. the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
6. unscheduled draws on the debt service reserves reflecting financial difficulties.
7. unscheduled draws on credit enhancement reflecting financial difficulties.
8. substitution of the credit or liquidity providers or their failure to perform.
9. bankruptcy, insolvency, receivership or similar event of the District. For the purposes of the event identified in this Section 5(a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District 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 District, 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 District.

(b) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes, if material:

1. non-payment related defaults.
2. modifications to rights of Noteholders.
3. optional, contingent or unscheduled note calls.

4. unless described under Section 5(a)(5) above, adverse tax opinions, material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes.

5. release, substitution or sale of property securing repayment of the Notes.

6. the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, 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.

7. Appointment of a successor or additional trustee or paying agent with respect to the Notes or the change of name of such a trustee or paying agent.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 5(b) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(c) hereof would be material under applicable federal securities laws, the District shall (i) file a notice of such occurrence with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event or (ii) provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(c).

SECTION 6. Termination of Reporting Obligation. The obligations of the Issuer 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 Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The Dissemination Agent may resign by providing thirty days written notice to the Issuer. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment. (a) This Disclosure Certificate may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the

effect that the amendment does not materially impair the interests of the Owners, and (5) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Certificate may be amended, by written agreement of the parties, upon obtaining consent of Owners at least 25% of the outstanding Bonds; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that neither the Paying Agent or the Dissemination Agent shall be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer 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 of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event the Issuer fails to comply with any provision in this Disclosure Certificate, the Dissemination Agent may (or shall upon direction of the Owners of 25% in aggregate principal of the Bonds then outstanding or the Participating Underwriter) take all action necessary to cause the Issuer to comply with this Disclosure Certificate. In the event of a failure of the Dissemination Agent to comply with any provision of this Disclosure Certificate, any 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 Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Paying Agent and Dissemination Agent. The Dissemination Agent (if other than the Issuer) shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent and 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 Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to them hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Bond holders, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2015

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
Its: Deputy Superintendent, Business Services and
Governmental Relations

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Riverside Unified School District

Name of Bond Issue: \$_____ 2015 Riverside Unified School District General Obligation Refunding Bonds

Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that the Riverside Unified School District (the "School District") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Certificate dated _____, 2015. [The School District anticipates that the Annual Report will be filed by _____.]

Dated: _____

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
Its: Deputy Superintendent, Business Services and Governmental Relations

cc: Issuer

APPENDIX D

ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE DISTRICT

The following information concerning the City of Riverside (the “City”), the County of Riverside (the “County”) and the State of California (the “State”) is presented as general background information. The Bonds are not an obligation of the City, the County or the State and the taxing the power of the City, the County and the State are not pledged to the payment of the Bonds.

The District has not independently verified the information set forth in this Appendix E and while this information is believed to be reliable, it is not guaranteed as to accuracy by the District.

General

The City is the county seat of the County and is located in the western portion of the County about 60 miles east of downtown Los Angeles and approximately 90 miles north of San Diego. Within 20 miles of the City are the cities of San Bernardino, Loma Linda, Corona, Norco, Fontana, Ontario, Rialto, Colton, Moreno Valley and Redlands, among others. These cities and the City are located in the County and the County of San Bernardino and comprise the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (the “MSA”). The MSA represents an important economic area of the State and of Southern California. It lies to the west and south respectively of the strategic San Geronio and Cajon Passes, from which three transcontinental railroads and interstate highways converge to connect the Los Angeles area with the other areas of the nation. The City is situated in close proximity to the metropolitan centers of Los Angeles and Orange Counties.

The County and San Bernardino County cover 27,400 square miles, a land area larger than the State of Virginia. With a population of over 3.2 million, the area ranks as one of the largest MSAs in the United States. The County alone is larger than the State of New Jersey. The MSA, though small geographically in relation to the bi-county area, contains most of the two counties’ population.

Population

The following table offers population figures for the City, the County and the State for 2010 through 2014.

<i>Area</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>
City of Riverside	302,597	306,069	309,409	312,035	314,034
County of Riverside	2,179,692	2,205,731	2,234,209	2,255,653	2,279,967
State of California	37,223,900	37,427,946	37,668,804	37,984,138	38,340,074

Source: *State of California, Department of Finance, E-4 Population Estimates for Cities, Counties and the State, 2011-2014 with 2010 Census Benchmark.* Sacramento, California, May 2014

State of California, Department of Finance, E-4 Population Estimates for Cities, Counties and State, 2001-2010, with 2000 & 2010 Census Counts. Sacramento, California, November 2012

Construction Activity

The following tables show building permit valuations and new housing units in the City and the County for 2009 through 2013.

CITY OF RIVERSIDE Building Permit Valuation and New Housing Units

	2009	2010	2011	2012	2013
Residential					
Single Family	\$ 15,420,400	\$ 27,882,400	\$ 8,676,183	\$ 48,826,193	\$ 18,687,048
Multi-Family	1,711,300	23,278,400	26,763,741	15,419,047	4,442,191
Alteration/Additions	<u>6,812,300</u>	<u>7,603,400</u>	<u>8,049,228</u>	<u>9,099,847</u>	<u>7,516,866</u>
Total	<u>\$ 23,944,000</u>	<u>\$ 58,764,200</u>	<u>\$ 43,489,152</u>	<u>\$ 73,345,087</u>	<u>\$ 30,646,105</u>
Non-Residential					
New Commercial	\$ 16,667,400	\$ 42,753,600	\$ 14,817,909	\$ 0	\$ 29,511,234
New Industry	0	0	0	1,541,485	1,638,334
Other ⁽¹⁾	7,370,900	9,051,800	17,708,403	44,862,444	24,871,078
Alteration/Additions	<u>21,845,000</u>	<u>35,463,300</u>	<u>57,824,225</u>	<u>6,602,663</u>	<u>59,540,378</u>
Total	<u>\$ 45,883,300</u>	<u>\$ 87,268,700</u>	<u>\$ 90,350,537</u>	<u>\$ 53,006,592</u>	<u>\$ 115,561,024</u>
Total All Industry	<u>\$ 69,827,300</u>	<u>\$ 146,032,900</u>	<u>\$ 133,839,689</u>	<u>\$ 126,351,679</u>	<u>\$ 146,207,129</u>
New Housing Units					
Single Family Units	56	107	43	193	70
Multi-Family Units	<u>23</u>	<u>266</u>	<u>236</u>	<u>168</u>	<u>51</u>
Total	<u>79</u>	<u>373</u>	<u>279</u>	<u>361</u>	<u>121</u>

⁽¹⁾ Includes churches and religious building, hospitals and institutional buildings, schools and educational buildings, residential garages, public works and utilities buildings and non-residential alterations and additions.

⁽²⁾ May not add up due to rounding.

Source: Construction Industry Research Board.

**COUNTY OF RIVERSIDE
Building Permit Valuation and New Housing Units**

	<i>2009</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>
<u>Residential</u>					
Single Family	\$ 892,790,000	\$ 914,057,400	\$ 647,070,800	\$ 904,156,201	\$ 1,138,738,066
Multi-Family	75,756,100	71,151,900	113,170,385	87,878,567	138,636,043
Alteration/Additions	<u>85,148,000</u>	<u>94,427,500</u>	<u>119,707,512</u>	<u>87,370,464</u>	<u>98,219,314</u>
Total	<u>\$1,053,694,100</u>	<u>\$ 1,079,636,800</u>	<u>\$ 879,948,697</u>	<u>\$ 1,079,405,232</u>	<u>\$ 1,375,593,423</u>
<u>Non-Residential</u>					
New Commercial	\$ 94,651,400	\$ 191,323,700	\$ 150,711,906	\$ 347,167,537	\$ 162,377,652
New Industry	12,277,600	6,685,500	10,000,000	26,432,539	141,184,434
Other ⁽¹⁾	107,332,100	98,104,600	101,340,709	112,731,771	116,935,986
Alteration/Additions	<u>162,557,500</u>	<u>243,265,500</u>	<u>297,356,408</u>	<u>171,263,206</u>	<u>369,502,364</u>
Total	<u>\$ 376,818,700</u>	<u>\$ 539,379,400</u>	<u>\$ 559,409,023</u>	<u>\$ 657,595,053</u>	<u>\$ 790,000,436</u>
<u>Total All Industry</u>	<u>\$1,430,516,000</u>	<u>\$ 1,619,019,000</u>	<u>\$ 1,439,357,720</u>	<u>\$ 1,737,000,285</u>	<u>\$ 2,165,593,859</u>
<u>New Housing Units</u>					
Single Family Units	3,431	4,031	2,659	3,720	4,716
Multi-Family Units	<u>759</u>	<u>526</u>	<u>1,061</u>	<u>909</u>	<u>1,427</u>
Total	<u>4,190</u>	<u>4,557</u>	<u>3,720</u>	<u>4,629</u>	<u>6,143</u>

⁽¹⁾ Includes churches and religious building, hospitals and institutional buildings, schools and educational buildings, residential garages, public works and utilities buildings and non-residential alterations and additions.

⁽²⁾ May not add up due to rounding.

Source: Construction Industry Research Board.

Employment

The following table sets forth the major employers located in the County as of the fiscal year ending June 30, 2014.

LARGEST EMPLOYERS

<i>Rank</i>	<i>Name of Business</i>	<i>No. of Employees in Riverside County</i>	<i>Type of Business</i>
1	County of Riverside	19,916	County Government
2	March Air Reserve Base	8,500	Military Reserve Base
3	Stater Bros. Markets	6,900	Supermarkets
4	University of California, Riverside	5,514	University
5	Kaiser Permanente Riverside Medical Center	5,270	Hospital
6	Pechanga Resort & Casino	4,500	Casino & Resort
7	Corona Norco Unified School District	4,300	School District
8	Wal-Mart	4,068	Retailer
9	Riverside Unified School District	4,000	School District
10	Hemet Unified School District	3,572	School District

Source: County of Riverside 'Comprehensive Annual Financial Report' for the fiscal year ending June 30, 2014.

Employment and Industry

The Riverside-San Bernardino-Ontario Metropolitan Statistical Area, as defined for reporting purposes by the California Employment Development Department, has boundaries coterminous with those of Riverside and San Bernardino Counties. The following tables set forth certain employment data for the Riverside - San Bernardino-Ontario Metropolitan Statistical Area and the County.

The following table represents the Annual Average Labor Force and Industry Employment for the County for the period from 2009 through 2014.

RIVERSIDE-SAN BERNARDINO-ONTARIO MSA INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE

	2009	2010	2011	2012	2013	2014
Civilian Labor Force	1,776,000	1,865,800	1,866,200	1,882,900	1,897,000	1,922,900
Civilian Employment	1,542,100	1,610,200	1,623,100	1,665,600	1,710,500	1,766,300
Civilian Unemployment	233,800	255,500	243,100	217,300	186,500	156,600
Civilian Unemployment Rate	13.2%	13.7%	13.0%	11.5%	9.8%	8.1%
Total Farm	14,900	15,000	14,900	15,000	14,500	14,300
Total Nonfarm	1,163,200	1,144,700	1,148,000	1,180,300	1,231,900	1,285,100
Total Private	928,000	910,400	920,600	955,700	1,006,700	1,056,400
Goods Producing	157,900	145,900	145,200	150,500	158,600	168,500
Natural Resources and Mining	1,100	1,000	1,000	1,200	1,200	1,300
Construction	68,000	59,700	59,100	62,600	70,000	77,000
Manufacturing	88,800	85,200	85,100	86,700	87,300	90,200
Service Providing	1,005,400	998,900	1,002,800	1,029,800	1,073,300	1,116,700
Trade, Transportation and	272,000	270,900	276,500	288,500	300,600	315,000
Utilities						
Wholesale Trade	49,000	48,700	49,200	52,200	56,400	59,000
Retail Trade	156,200	155,500	158,500	162,400	164,800	168,700
Transportation, Warehousing and	66,800	66,600	68,800	73,900	79,400	87,300
Utilities						
Information	14,100	14,000	12,200	11,700	11,500	11,200
Financial Activities	42,500	41,000	39,900	40,900	42,200	42,700
Professional and Business	125,300	123,600	126,000	127,500	132,400	137,800
Services						
Educational and Health Services	155,000	154,100	157,600	167,200	184,500	193,600
Leisure and Hospitality	123,800	122,800	124,000	129,400	135,900	144,300
Other Services	37,300	38,200	39,100	40,100	40,100	43,200
Government	<u>235,200</u>	<u>234,300</u>	<u>227,500</u>	<u>224,600</u>	<u>225,200</u>	<u>228,800</u>
Total, All Industries	<u>1,178,100</u>	<u>1,159,700</u>	<u>1,162,900</u>	<u>1,195,300</u>	<u>1,246,400</u>	<u>1,299,500</u>

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix B.

Source: State of California, Employment Development Department, March 2014 Benchmark.

The following table summarizes the labor force, employment and unemployment figures for the years 2009 through 2014 for the City, the County, the State and the nation as a whole.

**CITY OF RIVERSIDE, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA AND UNITED STATES
Average Annual Civilian Labor Force, Employment and Unemployment**

<i>Year and Area</i>	<i>Labor Force</i>	<i>Employment</i> ⁽¹⁾	<i>Unemployment</i> ⁽²⁾	<i>Unemployment Rate (%)</i> ⁽³⁾
2009				
City of Riverside	161,300	139,500	21,800	13.5%
Riverside County	917,000	794,400	122,800	13.4
California	18,220,100	16,155,000	2,065,100	11.3
United States ⁽⁴⁾	154,142,000	139,877,000	14,265,000	9.3
2010				
City of Riverside	141,000	122,300	18,700	13.3%
Riverside County	976,200	841,100	135,200	13.8
California	18,336,300	16,091,900	2,244,300	12.2
United States ⁽⁴⁾	153,889,000	139,064,000	14,825,000	9.6
2011				
City of Riverside	141,400	123,500	17,800	12.6%
Riverside County	978,200	849,400	128,800	13.2
California	18,419,500	16,260,100	2,159,400	11.7
United States ⁽⁴⁾	153,617,000	139,869,000	13,747,000	8.9
2012				
City of Riverside	143,000	127,100	16,000	11.2%
Riverside County	989,100	873,900	115,200	11.6
California	18,554,800	16,630,100	1,924,700	10.4
United States ⁽⁴⁾	154,975,000	142,469,000	12,506,000	8.8
2013				
City of Riverside	144,500	130,900	13,700	9.5%
Riverside County	998,600	899,800	98,800	9.9
California	18,671,600	17,002,900	1,668,700	8.9
United States ⁽⁴⁾	155,389,000	143,929,000	11,460,000	7.4
2014				
City of Riverside	146,500	135,000	11,500	7.9%
Riverside County	1,011,500	928,200	83,400	8.2
California	18,811,400	17,397,100	1,414,300	7.5
United States ⁽⁴⁾	155,922,000	146,305,000	9,617,000	6.2

(1) Includes persons involved in labor-management trade disputes.

(2) Includes all persons without jobs who are actively seeking work.

(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

(4) Not strictly comparable with data for prior years.

Source: California Employment Development Department and U.S. Department of Labor, Bureau of Labor Statistics.

Personal Income

Personal Income is the income that is received by all persons from all sources. It is calculated as the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory valuation and capital consumption adjustments, rental income of persons with capital consumption adjustment,

personal dividend income, personal interest income, and personal current transfer receipts, less contributions for government social insurance.

The personal income of an area is the income that is received by, or on behalf of, all the individuals who live in the area; therefore, the estimates of personal income are presented by the place of residence of the income recipients.

PERSONAL INCOME
Riverside County
2001-2013
(Dollars in Thousands)

<i>Year</i>	<i>Riverside County</i>	<i>Annual Percent Change</i>
2001	\$41,738,504	--
2002	43,976,839	5.36
2003	47,637,097	8.32
2004	51,612,837	8.35
2005	55,892,377	8.29
2006	61,110,773	9.34
2007	64,194,014	5.05
2008	65,140,132	1.47
2009	63,652,627	(2.28)
2010	65,219,337	2.46
2011	69,757,415	6.96
2012	73,685,111	5.63
2013	76,289,477	3.53

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following tables summarizes per capita personal income for Riverside County, California and the United States for 2001-2013. This measure of income is calculated as the personal income of the residents of the area divided by the resident population of the area.

PER CAPITA PERSONAL INCOME
Riverside County, State of California and the United States
2001-2013

<i>Year</i>	<i>Riverside County</i>	<i>California</i>	<i>United States</i>
2001	\$25,818	\$34,066	\$31,524
2002	26,066	34,229	31,800
2003	26,888	35,303	32,677
2004	27,801	37,156	34,300
2005	28,933	38,964	35,888
2006	30,368	41,623	38,127
2007	30,934	43,152	39,804
2008	30,876	43,608	40,873
2009	29,651	41,587	39,379
2010	29,612	42,282	40,144
2011	31,196	44,749	42,332
2012	32,534	47,505	44,200
2013	33,278	48,434	44,765

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Retail Sales

The table below presents the County's retail permits and transactions for the years 2008 through 2013.

COUNTY OF RIVERSIDE
Taxable Transactions for Years 2008 through 2013
(in Thousands)

	<i>Retail Permits</i>	<i>Retail Stores Taxable Transactions</i>	<i>Total Permits</i>	<i>Total Outlets Taxable Transactions</i>
2008	23,604	\$18,689,249	46,272	\$26,003,595
2009	29,829	16,057,488	42,765	22,227,877
2010	32,534	16,919,500	45,688	23,152,780
2011	33,398	18,576,285	46,886	25,641,497
2012	34,683	20,016,668	48,316	28,096,009
2013	33,391	21,306,774	46,805	30,065,467

Source: California State Board of Equalization.

The table below presents the City's retail permits and transactions for the years 2008 through 2013.

CITY OF RIVERSIDE
Taxable Transactions for Years 2008 through 2013
(in Thousands)

	<i>Retail Permits</i>	<i>Retail Stores Taxable Transactions</i>	<i>Total Permits</i>	<i>Total Outlets Taxable Transactions</i>
2008	3,889	\$3,209,083	7,578	\$4,093,218
2009	5,033	2,734,550	7,202	3,500,514
2010	5,690	2,889,292	7,907	3,692,302
2011	5,764	3,144,537	8,066	4,019,127
2012	6,196	3,348,220	8,484	4,238,975
2013	5,436	3,580,926	7,673	4,612,948

Source: California State Board of Equalization.

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2015 Bonds, payment of principal, premium, if any, accreted value and interest on the 2015 Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the 2015 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2015 Bonds. The 2015 Bonds 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 bond will be issued for each annual maturity of the 2015 Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

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 and www.dtc.org.

3. Purchases of 2015 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2015 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2015 Bond ("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 2015 Bonds 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 bonds representing their ownership interests in the 2015 Bonds, except in the event that use of the book-entry system for the 2015 Bonds is discontinued.

4. To facilitate subsequent transfers, all 2015 Bonds 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 2015 Bonds 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 2015 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2015 Bonds 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 2015 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2015 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2015 Bond documents. For example, Beneficial Owners of 2015 Bonds may wish to ascertain that the nominee holding the 2015 Bonds 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 2015 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2015 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority 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 2015 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the 2015 Bonds 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 Authority or the Trustee, 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 Trustee, or the Authority, 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 Authority or the Trustee, 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. A 2015 Bond Owner shall give notice to elect to have its 2015 Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such 2015 Bonds by causing the Direct Participant to transfer the Participant's interest in the 2015 Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of 2015 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the 2015 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered 2015 Bonds to the Trustee's DTC account.

10. DTC may discontinue providing its services as depository with respect to the 2015 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

11. The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, bonds will be printed and delivered to DTC.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE 2015 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE 2015 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX F

COUNTY OF RIVERSIDE POOLED INVESTMENT FUND

The following information concerning the Riverside County Investment Pool (the “Investment Pool”) has been provided by the Treasurer, and has not been confirmed or verified by the District. The District has not made an independent investigation of the investments in the Investment Pool and has made no assessment of the current County investment policy. The value of the various investments in the Investment Pool 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 County investment policy at any time. Therefore, there can be no assurance that the values of the various investments in the Investment Pool will not vary significantly from the values described herein. Finally, the District does not make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date. Additional information regarding the Investment Pool may be obtained from the Treasurer at <https://www.countytreasurer.org/>; however, the information presented on such website is not incorporated herein by any reference.

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PAYING AGENT AGREEMENT

This PAYING AGENT AGREEMENT is executed and entered into as of _____, 2015 (this "Agreement"), by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Paying Agent"), and RIVERSIDE UNIFIED SCHOOL DISTRICT (the "District");

WITNESSETH:

WHEREAS, on May 4, 2015 the Board of Education of the District duly adopted its Resolution No. 2014/15-44 (the "Bond Resolution"), approving the issuance of not to exceed \$54,000,000 aggregate principal amount of fully registered bonds, designated "Riverside Unified School District General Obligation Refunding Bonds, Series 2015" (the "Bonds"), prescribing the form, maturities, and interest rates for the Bonds, providing for the payment of the Bonds, the redemption of the Bonds upon certain conditions, and making certain other findings and determinations in connection therewith; and

WHEREAS, pursuant to the Bond Resolution and the Paying Agent's proposal, the District has requested the Paying Agent to act as authentication agent, bond registrar, transfer agent, and paying agent with respect to the Bonds as provided in the Bond Resolution; and

WHEREAS, in consideration of the execution and delivery of this Agreement, the Paying Agent has agreed to authenticate and deliver the Bonds and to otherwise act as bond registrar, transfer agent, and paying agent with respect to the Bonds as provided in the Bond Resolution and subject to the terms, conditions and covenants hereinafter contained.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE DISTRICT AND THE PAYING AGENT AGREE AS FOLLOWS:

ARTICLE I

CONCERNING THE PAYING AGENT

Section 1.1 Employment and Duties of the Paying Agent. The District hereby appoints and employs the Paying Agent to perform the duties of the Paying Agent as specified in the Bond Resolution; all in the manner provided in the Bond Resolution and in this Agreement and subject to the conditions and terms of the Bond Resolution and this Agreement. The Paying Agent accepts such appointment and undertakes to perform such duties and only such duties as are specifically set forth in the Bond Resolution and in this Agreement.

Section 1.2 Removal and Resignation of the Paying Agent. The District may remove the Paying Agent and any successor thereto by giving 60 days prior written notice of such removal to the Paying Agent. The Paying Agent and any successor thereto may at any time resign by giving 60 days prior written notice of such resignation to the District. Upon the giving of any such notice of removal or upon receiving any such notice of resignation, the District, at any time

there are outstanding Bonds, shall promptly appoint a successor Paying Agent by an instrument in writing; provided that in the event the District does not appoint a successor Paying Agent within 60 days following the giving of any such notice of removal or the receipt of any such notice of resignation, the removed or resigning Paying Agent may petition any appropriate court having jurisdiction to appoint a successor Paying Agent. Any successor Paying Agent so appointed shall be qualified under the terms of the Bond Resolution.

Section 1.3 Compensation and Indemnification of the Paying Agent. The District shall from time to time, subject to the fee proposal provided to the District by the Paying Agent, pay the Paying Agent compensation for its services and reimburse the Paying Agent for all its advances and expenditures in connection with the performance of its duties under the Bond Resolution and this Agreement, including, but not limited to, advances to and fees and expenses of accountants, agents, appraisers, consultants, counsel, or other experts employed by it in the observance and performance of its rights and obligations under the Bond Resolution or under this Agreement. Any provision hereof to the contrary notwithstanding, if the District fails to make any payment properly due the Paying Agent hereunder, the Paying Agent may reimburse itself from any surplus moneys on hand in any fund or account which are not otherwise pledged or required for any payments to the Owners of the Bonds.

To the extent it may lawfully do so, the District agrees to indemnify the Paying Agent for, and to hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on the part of the Paying Agent, arising out of or in connection with the Paying Agent's exercise or performance of its rights or duties as provided in the Bond Resolution or in this Agreement, as well as the costs and expenses of defending itself against any claim, action, suit, or liability in accordance with the exercise or performance of any of its powers or duties under the Bond Resolution or under this Agreement.

Section 1.4 Protection of the Paying Agent.

(a) To the extent permitted by law, the Paying Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, request, requisition, resolution, statement, telegram, voucher, waiver, or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed, or delivered by the proper party or pursuant to any of the provisions of the Bond Resolution or this Agreement, and the Paying Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions arising with respect to the Bond Resolution or this Agreement, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it under the Bond Resolution or under this Agreement in good faith in accordance therewith.

(b) Whenever in the observance or performance of its rights and obligations provided for in the Bond Resolution or in this Agreement the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Bond Resolution or under this Agreement, such matter (unless other evidence in

respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of the Bond Resolution or the provisions of this Agreement upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable, and the Paying Agent shall not be responsible for any loss or damage resulting from any action or inaction taken or not taken, as the case may be, in good faith in reliance upon such certificate or other evidence.

(c) To the extent permitted by law, the Paying Agent may buy, sell, own, hold, and deal in any of the Bonds and may join in any action which any Bond Owner may be entitled to take with like effect as if it were not a party hereto. To the extent permitted by law, the Paying Agent, either as principal or agent, may also engage in or be interested in any financial or other transaction with the District, and may act as agent, depository, or Paying Agent for any committee or body of Owners of the Bonds or of owners of other obligations of the District as freely as if it were not the Paying Agent.

(d) The Paying Agent shall not be answerable for the exercise of any of its rights under the Bond Resolution or under this Agreement or for the performance of any of its obligations under the Bond Resolution or under this Agreement or for anything whatsoever in connection with the funds established under the Bond Resolution, except only for its own willful misconduct or negligence.

(e) The Paying Agent shall not be responsible for any recital herein or in the Bond Resolution or in the Bonds (except with respect to the certificate of authentication endorsed on the Bonds), or for the validity of the adoption of the Bond Resolution or of the execution by the District of this Agreement or of any supplements thereto or hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued pursuant to the Bond Resolution. The Paying Agent shall have no obligation to perform any of the duties of the District under the Bond Resolution or under this Agreement.

(f) The permissive right of the Paying Agent to do things enumerated in the Bond Resolution and this Agreement shall not be construed as a duty, and the Paying Agent shall not be answerable for other than its negligence or willful default.

(g) The Paying Agent shall not be required to give any bond or surety in respect of the execution of this Agreement or otherwise in respect of the premises.

(h) No provision of the Bond Resolution or this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Bond Resolution or under this Agreement, or in the exercise of any of its rights or powers.

ARTICLE II

MISCELLANEOUS

Section 2.1 Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections,” and other subsections or paragraphs are to the corresponding articles, sections, subsections, or paragraphs hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subsection, or paragraph hereof.

Section 2.2 Partial Invalidity. If any one or more of the conditions, covenants, or terms contained herein or required herein to be observed or performed by or on the part of the District or the Paying Agent shall be contrary to law, then such condition or conditions, such covenant or covenants, or such term or terms shall be null and void and shall be deemed separable from the remaining conditions, covenants, and terms hereof.

Section 2.3 Amendments. This Agreement may be amended by a writing executed by both the District and the Paying Agent.

Section 2.4 California Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 2.5 Notices. All notices to be given hereunder shall be in writing and given by U.S. Mail, courier providing receipt of delivery or by facsimile transmission to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties hereinafter listed in writing from time to time, namely:

If to the Paying Agent:

U.S. Bank National Association
633 W. Fifth Street, 24th Floor
Los Angeles, CA 90017
Attention: Corporate Trust Services
Reference: Riverside Unified School District GO Refunding Bonds, Series 2015

If to the District:

Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504
Attention: Deputy Superintendent,
Business Services and Governmental Relations

Section 2.6 Effective Date. This Agreement shall become effective upon the date first above written.

Section 2.7 Execution in Counterparts. The Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement by their officers thereunto duly authorized as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By: _____
Authorized Signatory

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
Deputy Superintendent
Business Services
and Governmental Relations

ESCROW AGREEMENT

RELATING TO DEFEASANCE AND REDEMPTION OF
OUTSTANDING RIVERSIDE UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS ELECTION OF 2001, SERIES B

Dated as of _____, 2015

by and between

RIVERSIDE UNIFIED SCHOOL DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

ESCROW AGREEMENT

This Escrow Agreement is made and entered into as of _____, 2015, by and between RIVERSIDE UNIFIED SCHOOL DISTRICT, a unified school district of the State of California (the "District") and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as escrow agent (the "Escrow Agent");

W I T N E S S E T H:

WHEREAS, the Board of Supervisors of the County of Riverside (the "County") has, at the request and on behalf of the Riverside Unified School District, heretofore issued bonds designated "Riverside Unified School District General Obligation Bonds, Election of 2001, Series B" in the initial aggregate principal amount of \$65,000,000 (the "Series 2006 Bonds"); and

WHEREAS, the Series 2006 Bonds were issued on April 19, 2006 pursuant to Resolution No. 2005/06-90 adopted by the Board of Education of the District (the "Board of Education") on March 20, 2006 on its own behalf (the "Series 2006 Bond Resolution"); and

WHEREAS, the U.S. Bank National Association was designated as the Bond Registrar and Paying Agent (as such term is defined in the Series 2006 Bond Resolution) for the Series 2006 Bonds; and

WHEREAS, pursuant to Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the "Refunding Law"), the Board of Education of the District may authorize the issuance of bonds for the purpose of refunding the outstanding Series 2006 Bonds of each series upon complying with and satisfying the requirements of the Refunding Law; and

WHEREAS, the Board of Education has determined that prudent management of the fiscal affairs of the District requires that refunding bonds be issued pursuant to the Refunding Law for the purpose of defeasing and refunding a portion of the Series 2006 Bonds; and

WHEREAS, on May 4, 2015 the Board of Education of the District duly adopted its Resolution No. _____ (the "Bond Resolution"), approving the issuance of not to exceed \$54,000,000 aggregate principal amount of fully registered bonds, designated "Riverside Unified School District General Obligation Refunding Bonds, Series 2015" (the "Bonds") for the purpose of accomplishing the defeasance and refunding of the outstanding Series 2006 Bonds; and

WHEREAS, the Series 2006 Bond Resolution provides that all or any portion of the outstanding Series 2006 Bonds may be defeased prior to maturity by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the Paying Agent noncallable United States Obligations, as described in the Series 2006 Bond Resolution ("United States Obligations"), together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully

sufficient to pay and discharge all Series 2006 Bonds outstanding and designated for defeasance (including all Principal of (as defined in the Series 2006 Bond Resolution), interest on and redemption premiums, if any) at or before their maturity; and

WHEREAS, there are currently outstanding Series 2006 Bonds in the aggregate principal amount of \$ _____; and

WHEREAS, the outstanding Series 2006 Bonds maturing on and after August 1, 2016 are pursuant to the Series 2006 Bond Resolution, subject to redemption on any date on or after August 1, 2015; and

WHEREAS, the District, with the consent of the Paying Agent, selected U.S. Bank National Association, as the independent escrow agent, has approved this Escrow Agreement under the Bond Resolution for the purposes of carrying out its obligations hereunder; and

WHEREAS, the Paying Agent and the District shall provide to and deposit with the Escrow Agent in trust the amount of \$ _____ (the "Escrow Fund Deposit Amount") which amount has been determined by the District to be sufficient to call and redeem prior to maturity the Series 2006 Bonds maturing on or after August 1, 2016, so that the Refunded Bonds and the payment of principal of and interest and redemption premium thereon will be defeased and the Refunded Bonds will no longer be secured as to payment of principal and interest thereon by a continuing direct *ad valorem* tax levied annually on all taxable property in the District for such purpose; and

WHEREAS, Causey Demgen & Moore P.C. (the "Verification Agent"), certified public accountants, has verified the amount will be sufficient to pay the principal of, premium and interest on the Refunded Bonds on August 1, 2015 (the "Escrow Fund Deposit Amount");

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Creation of Escrow Fund. U.S. Bank National Association is hereby appointed to act as escrow agent hereunder and the Escrow Agent hereby accepts such appointment for the purposes of this Agreement. The Escrow Agent hereby creates and establishes the Escrow Fund as a special trust fund separate and apart from any other funds of the District and the Escrow Agent, and agrees to use the moneys and the investments deposited therein and all earnings thereon solely for the purposes required or permitted by this Agreement. The Escrow Fund will be established by the deposit by the Paying Agent and the District with the Escrow Agent of the amount of \$ _____ as set forth in Section 3 hereof.

Section 2. Purpose of Escrow Fund. The Escrow Fund is established for the purpose of providing moneys in sufficient amounts and at the times necessary to cause the call and redemption of the Refunded Bonds, at the redemption prices and upon the terms and conditions specified in the Bond Resolutions. The Escrow Agent is irrevocably committed to deliver funds to the Paying Agent to make such principal, premium and interest payments and to call and redeem the Refunded Bonds to the extent that there are sufficient moneys on deposit in the Escrow Fund. On August 1, 2015, the Escrow Agent shall transmit moneys from the Escrow

Fund in such amount as is necessary to pay such principal, interest and redemption premium for the Refunded Bonds directly to the Paying Agent.

Section 3. Deposit of Funds. In order to provide for the payment of the principal, interest and redemption premium with respect to the Refunded Bonds, the District and the Paying Agent shall, on the date of delivery of the Bonds to the purchaser thereof and following receipt of the proceeds of the sale of the Bonds (the "Closing Date"), deposit with the Escrow Agent, in trust for the benefit of the owners of the Refunded Bonds, subject to the terms and conditions hereinafter set forth, the amount of \$_____. The Escrow Agent agrees to deposit said amount into the Escrow Fund.

Section 4. Instruction to Escrow Agent. The District hereby irrevocably instructs the Escrow Agent on behalf of the District and the Paying Agent, pursuant to Section 2 herein, to hold the Escrow Fund and to deliver necessary funds to the Paying Agent in order to make the payments of interest and principal with respect to the Refunded Bonds and to call and redeem the Refunded Bonds on August 1, 2015.

Section 5. Investments. On the date of delivery of the Bonds to the original purchaser thereof or as soon thereafter as is reasonably practicable, the Escrow Agent shall, at the written direction of the District, hold the sum of \$_____ deposited in the Escrow Fund pursuant to Section 3 hereof [in U.S. Treasury Securities – State and Local Government Series described in Exhibit A hereto ("SLGS") and to hold the remainder uninvested].

The report of the Verification Agent as to the sufficiency of the Escrow Fund Deposit Amount to pay the principal, redemption premium and interest on the Refunded Bonds on August 1, 2015, shall be furnished as a condition precedent to the deposit of the Escrow Fund Deposit Amount in the Escrow Fund. The Escrow Agent shall hold all such Escrow Fund Deposit Amount in the Escrow Fund, and shall apply the same only for the purposes and in the manner provided in this Agreement. The interest, principal and premium payments due on the Refunded Bonds are set forth in said report of the Verification Agent. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and instructions from the District and in full compliance with the provisions hereof.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 6. Application of Funds. The Escrow Agent shall collect on the due date thereof the principal of, the premium, if any, and the earnings on any United States Obligations on deposit in the Escrow Fund. The Escrow Agent shall, without further authorization or direction from the District, transfer such amounts to the Paying Agent to apply the moneys in the Escrow Fund, as necessary, for the payment of the principal of, redemption premium, and interest on the outstanding Refunded Bonds which have been called for redemption as provided in Section 4 hereof on August 1, 2015. The funds to be so transferred shall be delivered as set forth in Exhibit D attached hereto, and by this reference herein incorporated. Any moneys remaining in the Escrow Fund after payment of all such installments of principal and interest and redemption premium and such application of the balance of the moneys on deposit therein and after payment of all fees and expenses of the Escrow Agent shall be paid by the Escrow Agent to the District.

Section 7. Disposition and Substitution of Investments. Upon the written request of the District, subject to the conditions and limitations hereinafter set forth and applicable government rules and regulations, the Escrow Agent shall invest uninvested amounts on deposit in the Escrow Fund or shall sell, redeem or otherwise dispose of the United States Obligations on deposit in the Escrow Fund, if there are substituted therefor, from amounts on deposit in the Escrow Fund or the proceeds of such United States Obligations, at the written direction of the District, other United States Obligations in amounts sufficient to make the payments required by Section 4 hereof. Neither the United States Obligations nor any other United States Obligations substituted therefor or otherwise acquired with moneys deposited hereunder (the "Substitute United States Obligations") shall be subject to call and redemption or prepayment prior to their respective maturities at the option and call of their respective issuers. The District will not request the Escrow Agent, nor will the Escrow Agent be required, to exercise any powers or take any action which would have the effect of causing any of the Series 2006 Bonds or the Bonds to be "arbitrage bonds" as defined in Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the regulations of the United States Department of the Treasury issued thereunder. The Escrow Agent shall invest the uninvested amounts held in the Escrow Fund in United States Obligations or shall dispose of the United States Obligations on deposit in the Escrow Fund and purchase substitute United States Obligations only upon receipt of:

(a) a written report of the Verification Agent or another nationally recognized firm of independent certified public accountants acceptable to the District to the effect that the Substitute United States Obligations will mature in such principal amounts and earn interest on such amounts and at such times that sufficient moneys will be available to pay, without reinvestment, as the same become due on August 1, 2015, all principal, redemption premium and interest due on the Refunded Bonds upon the redemption prior to maturity on August 1, 2015 of the outstanding Refunded Bonds, as herein provided; and

(b) an legal opinion of Best Best & Krieger LLP or another nationally recognized bond counsel firm to the effect that such disposition of the United States Obligations in the Escrow Fund and purchase of Substitute United States Obligations (i) will not violate any applicable governmental rules or regulations, (ii) is authorized by this Agreement, and (iii) will not cause the Series 2006 Bonds, or the Bonds to be "arbitrage bonds" as defined in Sections 103 and 148 of the Internal Revenue Code of

1986, as amended, and the regulations of the United States Department of Treasury issued thereunder.

Section 8. Insufficient Funds.

(a) If at any time the Escrow Agent becomes aware that the moneys and investments in the Escrow Fund will not be sufficient to make the payments required by this Agreement as they become due and payable, the Escrow Agent shall notify the District in writing, immediately upon becoming aware of such deficiency, of the amount thereof. The Escrow Agent shall in no event be responsible or liable for such deficiency.

(b) Thereupon, the District shall deposit into the Escrow Fund within seven (7) days of such notification by the Escrow Agent, from any legally available funds of the District, such additional moneys as may be required to cause the moneys and investments in the Escrow Fund, and earnings thereon, to be sufficient to make all such payments.

(c) The Escrow Agent shall in no manner be responsible for the failure of the District to make any such deposit.

Section 9. Lien of Bond Owners. The escrow created hereby shall be irrevocable and the owners of the Refunded Bonds shall have an express lien on all moneys and investments on deposit in the Escrow Fund until transferred or applied in accordance with this Agreement.

Section 10. Fees of Escrow Agent; Indemnification. The Escrow Agent's fees and costs (including legal fees and expenses) with respect to the services to be rendered by the Escrow Agent in carrying out the provisions of this Agreement shall be paid by the District to the Escrow Agent. The Escrow Agent shall have no lien whatsoever upon any of the moneys or investments in the Escrow Fund for the payment of such fees and expenses.

The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Agent and its successors, assigns, officers, directors, agents and employees from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including legal fees and disbursements) of whatsoever kind or nature which may at any time be imposed on, incurred by, or asserted against the Escrow Agent (whether or not also indemnified against by the District or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution or delivery of this Agreement, the establishment of the Escrow Fund, the retention and investment of the moneys therein, or any payment, transfer or other application of moneys or investments by the Escrow Agent in accordance with the provisions of this Agreement, or as may arise by reason of any act, omission or error of the Escrow Agent made in good faith in the conduct of its duties; provided, however, that the District shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. In no event shall the District be liable to any person other than the Escrow Agent by reason of the transactions contemplated hereby. The indemnities contained in this Section shall survive the termination of this Agreement and the earlier removal or resignation of the Escrow Agent.

The Escrow Agent may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with the opinion of such counsel.

The Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

The Escrow Agent shall have no obligation to make any disbursement of any type or incur any financial liability in the performance of its duties hereunder unless sufficient funds have been deposited with the Escrow Agent as provided hereby.

The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or United States Obligations deposited with it to pay the principal, interest, or redemption premiums, if any, on the Series 2006 Bonds.

The Escrow Agent shall not be liable for any action or omission of the District under this Agreement.

The Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it, and shall be protected and indemnified, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent. Neither the Escrow Agent nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted under this Agreement or in connection herewith except to the extent caused by the Escrow Agent's negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Escrow Agreement and delivered using Electronic Means ("Electronic Means" means mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a

person is to be added or deleted from the listing. If the District elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

Section 11. Partial Invalidity. In the event any provision of this 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 12. Successors. Whenever herein the District or the Escrow Agent are named or referred to, such provision shall be deemed to include any successor of the District or the Escrow Agent, respectively, whether so expressed or not. All the stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of the District or the Escrow Agent contained herein:

- (a) shall bind and inure to the benefit of any such successor; and

(b) shall bind and inure to the benefit of any officer, board, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the District or the Escrow Agent, respectively, or of its successor, the possession of which is necessary or appropriate to comply with any such stipulations, obligations, agreements or other provisions hereof.

Section 13. Unclaimed Funds. Notwithstanding any other provision of this Agreement, any moneys held by the Escrow Agent hereunder in trust for the payment of the principal of, interest on, and redemption premium, if any, with respect to the Refunded Bonds and remaining unclaimed for one (1) year after the principal of all of the Refunded Bonds shall have become due for payment, shall then be repaid to the District (without liability for interest) and the owners of the Refunded Bonds shall thereafter be entitled to look only to the District for the payment thereof, and liability of the Escrow Agent with respect to such moneys shall thereupon cease. In the event of the payment of any such moneys to the District as aforesaid, the owners of the Refunded Bonds secured hereby with respect to which such moneys are paid shall thereafter be deemed to be unsecured creditors of the District. Notwithstanding the foregoing, the Escrow Agent shall, upon the written request of the District, repay such moneys to the District at any time earlier than the expiration of such one (1) year period, if the District delivers to the Escrow Agent the opinion of a nationally recognized bond counsel firm that failure to pay such moneys to the District at such earlier time shall give rise to the operation of any escheat statute under applicable law.

Section 14. Resignation of Escrow Agent. The Escrow Agent may resign by giving written notice to the District of its intention to resign and of the proposed date of resignation, which shall be a date not less than thirty (30) days after mailing of such notice.

Upon receiving such notice of resignation, the District shall promptly appoint a successor Escrow Agent by an instrument in writing; provided, however, that in the event the District fails to appoint a successor Escrow Agent within thirty (30) days following receipt of such written notice of resignation, the Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation of the Escrow Agent shall become effective upon acceptance of appointment by the successor Escrow Agent.

Any successor Escrow Agent shall be the Paying Agent or a bank or trust company doing business and having an office in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus set forth in its most recent report of condition so published.

Section 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument.

Section 16. Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of all parties hereto. This Agreement may be amended by a supplemental agreement to cure, correct or supplement any ambiguous or defective provision contained herein, or in regard to questions arising hereunder as the parties hereto may deem necessary or desirable, and which, as evidenced by an opinion of counsel delivered to the Escrow Agent, shall not materially adversely affect the interests of the owners of the Refunded Bonds, without the consent of such owners. This Agreement may not be otherwise modified or amended without the written consents of the owners of the Refunded Bonds which are then outstanding.

Section 17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 18. Headings. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 19. Notices. Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District by personal delivery or registered mail addressed to:

Riverside Unified School District
3380 14th Street
Riverside, CA 92501
Attention: Deputy Superintendent of Business Services and Governmental Relations

and upon the Paying Agent and Escrow Agent by personal delivery or registered mail addressed to:

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Corporate Trust Services
Reference: Riverside Unified School District GO Refunding Bonds, Series 2015

or at such other place as may be designated by any party in writing.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
Michael Fine
Deputy Superintendent of Business Services
& Governmental Relations

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Agent

By: _____
Authorized Officer

*-Signature Page-
Escrow Agreement*

EXHIBIT "A"

UNITED STATES OBLIGATIONS

INVESTMENT OF ESCROW FUND

<u>Type of Security</u>	<u>Type of SLGS</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Rate</u>	<u>Max Rate</u>
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EXHIBIT "B"

ESCROW FUND CASH FLOW

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	Net Escrow <u>Receipts</u>
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EXHIBIT "C"

ESCROW SUFFICIENCY

<u>Date</u>	<u>Escrow Requirement</u>	<u>Net Escrow Receipts</u>	<u>Excess Receipts</u>	<u>Excess Balance</u>
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COST OF ISSUANCE CUSTODIAN AGREEMENT

This Cost of Issuance Custodian Agreement dated as of _____, 2015 (this "Agreement") has been entered into by and between Riverside Unified School District (the "Issuer") and U.S. Bank National Association ("Custodian"). The Issuer has appointed the Custodian to act as custodian for its \$ _____ cost of issuance deposit received from _____ (the "Purchaser") for the Issuer's General Obligation Refunding Bonds, Series 2015 (the "Bonds"). This Agreement sets out the terms and conditions of said appointment.

The Issuer and the Custodian agree as follows:

1. The Custodian will receive funds from the Purchaser and place the funds in the custodian account number _____ established at the Custodian in the name of Riverside Unified School District Bonds COI Account for the Bonds (the "Account").
2. The Custodian will hold funds starting on _____, 2015 until _____, 2015. Funds shall be held uninvested.

The Custodian shall not invest any cash held hereunder in the absence of timely and specific written direction from the Issuer. If the Issuer directs the Custodian to invest such funds pursuant to written instructions and if such designated money market fund terminates, closes, or is otherwise unavailable, the Custodian shall hold such funds uninvested until it receives a new written investment directive from the Issuer. In no event shall the Custodian be liable for the selection of investments or for investment losses incurred thereon. The Custodian shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or the failure of the Issuer to provide timely written investment direction. The Custodian may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Agreement. The Custodian may conclusively rely upon such written direction from the Issuer as to both the suitability and legality of the directed investments. The Issuer acknowledges that regulations of the Comptroller of the Currency grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the Issuer specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Custodian that no brokerage confirmations need be sent relating to the, security transactions as they occur.

3. The Custodian will pay costs of issuance of the Bonds as directed by the Issuer from time to time via written instruction in form set forth in Exhibit A hereto from funds on deposit in the Account.
4. Any balances remaining in the Account (including any earnings) on _____, 2015 shall be transferred to U.S. Bank National Association, as Paying Agent for the Bonds, for deposit in the Debt Service Fund.
5. This Agreement will terminate _____, 2015 or earlier as directed in writing by the Issuer.

6. This Agreement shall be governed under the laws of the state of California.

The liability of the Custodian is limited to the duties listed above. The Custodian will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement, which shall be deemed purely ministerial in character. The Custodian shall have the same rights, protections, indemnities, immunities and standard of care hereunder as are afforded to it as Escrow Agent under the Escrow Agreement, dated as of _____, 2015, between Riverside Unified School District and U.S. Bank National Association in connection with which this Agreement is being executed.

The Custodian shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Escrow Agreement and delivered using Electronic Means (“Electronic Means” means mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Custodian, or another method or system specified by the Custodian as available for use in connection with its services hereunder); provided, however, that the Issuer shall provide to the Custodian an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Custodian Instructions using Electronic Means and the Custodian in its discretion elects to act upon such Instructions, the Custodian’s understanding of such Instructions shall be deemed controlling. The Issuer understands and agrees that the Custodian cannot determine the identity of the actual sender of such Instructions and that the Custodian shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Custodian have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Custodian and that the Issuer and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer. The Custodian shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Custodian, including without limitation the risk of the Custodian acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Custodian and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Custodian immediately upon learning of any compromise or unauthorized use of the security procedures.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers thereunto duly authorized.

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____

Name: Michael Fine

Title: Deputy Superintendent of Business
Services and Governmental Relations

U.S. BANK NATIONAL ASSOCIATION, as
Custodian

By: _____

Name:

Title:

*-Signature Page-
Cost of Issuance Custodian Agreement*

EXHIBIT A

COST OF ISSUANCE WRITTEN REQUISITION

\$ _____

**RIVERSIDE UNIFIED SCHOOL DISTRICT
(Riverside County, California)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015**

AUTHORIZATION FOR PAYMENT OF COSTS OF ISSUANCE

The undersigned hereby states and certifies:

(a) He is the Deputy Superintendent of Business Services & Governmental Relations of Riverside Unified School District (the "School District") and as such he is an authorized officer of the School District;

(b) The School District directs and authorizes U.S. Bank National Association, as Custodian for the above-referenced bonds (the "Bonds"), to pay from proceeds of the sale of the Bonds deposited into the Costs of Issuance Fund established pursuant to the Cost of Issuance Custodian Agreement, dated as of _____, 2015, among the School District, the Custodian, and the Underwriter, to each of the payees named on Exhibit "A," attached hereto and incorporated herein by this reference, the respective amounts set forth opposite the names of such payees, in payment or reimbursement of previous payments of such costs, as set forth in Exhibit "A" attached hereto; and

(c) The amounts to be disbursed constitute Costs of Issuance of the Bonds.

Dated: _____, 2015

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: _____
Michael Fine
Deputy Superintendent of Business Services
and Governmental Relations

EXHIBIT A

COSTS OF ISSUANCE

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Best Best & Krieger LLP	Bond Counsel & Costs	
Stradling Yocca Carlson & Rauth	Disclosure Counsel	
U.S. Bank National Association	Paying Agent	
Fieldman Rolapp & Associates	Financial Advisors	
U.S. Bank National Association	Escrow Agent and Cost of Issuance Custodian	
	Escrow Verification	
Standard & Poor's	Rating Agency	
Fitch Ratings	Rating Agency	
_____	Printing	
Contingency		
Total		

OFFICIAL NOTICE OF SALE

—————
\$46,980,000*

**RIVERSIDE UNIFIED SCHOOL DISTRICT
(COUNTY OF RIVERSIDE, STATE OF CALIFORNIA)
2015 GENERAL OBLIGATION REFUNDING BONDS**

—————

The Riverside Unified School District will receive sealed bids and electronic bids for the above-referenced bonds at the place and up to the time specified below:

SALE DATE:	May 27, 2015 (Subject to postponement or cancellation in accordance with this Official Notice of Sale)
TIME:	10:00 a.m. (California time)
DELIVERY DATE:	June 10, 2015

* Preliminary; subject to change.

OFFICIAL NOTICE OF SALE

\$46,980,000*

**RIVERSIDE UNIFIED SCHOOL DISTRICT
(COUNTY OF RIVERSIDE, STATE OF CALIFORNIA)
2015 GENERAL OBLIGATION REFUNDING BONDS**

NOTICE IS HEREBY GIVEN that electronic bids will be received in the manner described below through the *Parity*® System (“Parity”) by the Riverside Unified School District (the “District”) for the purchase of \$46,980,000* aggregate principal amount of the Riverside Unified School District (County of Riverside, State of California) 2015 General Obligation Refunding Bonds (the “Bonds”), more particularly described hereinafter, on:

Wednesday, May 27, 2015, at 10:00 a.m. (California time)

See “TERMS OF SALE – Form of Bids; Delivery of Bids” hereinafter for information regarding the terms and conditions under which bids will be received through electronic transmission.

THE RECEIPT OF BIDS ON WEDNESDAY, MAY 27, 2015, MAY BE POSTPONED OR CANCELLED AT OR PRIOR TO THE TIME BIDS ARE TO BE RECEIVED. NOTICE OF SUCH POSTPONEMENT OR CANCELLATION WILL BE COMMUNICATED BY THE DISTRICT THROUGH *THOMSON MUNICIPAL NEWS* AS SOON AS PRACTICABLE FOLLOWING SUCH POSTPONEMENT OR CANCELLATION. Notice of the new date and time for receipt of bids shall be given through *Thomson Municipal News* as soon as practicable following a postponement and no later than 5:00 p.m. (California time) on the business day preceding the new date for receiving bids.

As an accommodation to bidders, notice of such postponement and of the new sale date and time will be given to any bidder requesting such notice from: Fieldman, Rolapp & Associates, Inc., Irvine, California 92612; telephone: (949) 660-8500 (office), Attention: Adam S. Bauer (email: abauer@Fieldman.com) (“Financial Advisor”), provided, however, that failure of any bidder to receive such supplemental notice shall not affect the sufficiency of any such notice or the legality of the sale. See “TERMS OF SALE – Postponement or Cancellation of Sale.”

The District reserves the right to modify or amend this Official Notice of Sale in any respect, including, without limitation, increasing or decreasing the principal amount of any serial maturity or mandatory sinking fund payment for the Bonds and adding or deleting serial or term maturity and mandatory sinking fund payment dates, along with corresponding principal amounts with respect thereto, for any years from 2015 through and including 2030 for the Bonds; provided, that any such modification or amendment will be communicated to potential bidders through *Thomson Municipal News* not later than 5:00 p.m. (California time) on the business day preceding the date for receiving bids. Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale. See “TERMS OF SALE – Right to Modify or Amend.”

This Official Notice of Sale will be submitted for posting to the Parity bid delivery system. In the event the summary of the terms of sale of the Bonds posted by Parity conflicts with this Official Notice of Sale in any respect, the terms of this Official Notice of Sale shall control, unless a notice of an amendment is given as described herein.

TERMS RELATING TO THE BONDS

THE AUTHORITY FOR ISSUANCE, PURPOSE, PRINCIPAL AND INTEREST REPAYMENT, SECURITY, AND SOURCES OF PAYMENT, THE LEGAL OPINION AND ALL OTHER INFORMATION REGARDING THE BONDS ARE PRESENTED IN THE PRELIMINARY OFFICIAL STATEMENT, DATED MAY 20*, 2015 (THE “PRELIMINARY OFFICIAL STATEMENT”), WHICH EACH BIDDER IS DEEMED TO HAVE OBTAINED AND REVIEWED PRIOR TO BIDDING FOR THE BONDS. THIS OFFICIAL NOTICE OF SALE GOVERNS ONLY THE TERMS OF SALE, BIDDING, AWARD, AND CLOSING PROCEDURES FOR THE BONDS. THE DESCRIPTION OF THE BONDS CONTAINED IN THIS OFFICIAL NOTICE OF SALE IS QUALIFIED IN ALL RESPECTS BY THE DESCRIPTION CONTAINED IN THE PRELIMINARY OFFICIAL STATEMENT.

Interest Rates. Interest on the Bonds will be payable on August 1, 2015, and semiannually thereafter on February 1 and August 1 of each year (each an “Interest Payment Date”). Interest shall be calculated on the basis of a 30-day month, 360-day year from the dated date of the Bonds.

Bidders may specify any number of separate rates, and the same rate or rates may be repeated as often as desired, provided:

- (i) each interest rate specified in any bid must be a multiple of one-eighth or one-twentieth of one percent (1/8 or 1/20 of 1%) per annum;
- (ii) the maximum interest rate bid for any maturity shall not exceed eight percent (8%) per annum;
- (iii) no Bond shall bear a zero rate of interest;
- (iv) each Bond shall bear interest from its dated date to its stated maturity date at the single rate of interest specified in the bid; and
- (v) all Bonds maturing at any one time shall bear the same rate of interest.

No bid will be entertained for less than all of the Bonds. No bid will be accepted that does not result in \$52,741,955.00 in proceeds made available to the School District for the purpose of funding an Escrow Account for the purpose of defeasing and refunding the outstanding Riverside Unified School District Election of 2001 General Obligation Bonds, Series B (the “Series B Bonds”) and paying Costs of Issuance (“COI”). No bids will be accepted unless net present value savings as a percentage of the refunded aggregate principal amount is at least four percent (4.00%). Please note the amount of \$52,741,955.00 does not include Underwriter’s Discount or Bond Insurance which may be available at bidder’s option. No bid will be accepted which results in a par amount

greater than \$54,000,000. Additionally, the terms of sale further allow for the adjustment, both by maturity and in total, of the amount of Bonds offered. See "TERMS OF SALE" herein.

Principal Payments. The Bonds shall be serial and/or term Bonds, as specified by each bidder, and principal shall be payable on August 1 of each year, commencing on August 1, 2015 as shown below. The final maturity of the Bonds shall be August 1, 2030. The principal amount of the Bonds maturing or subject to mandatory sinking fund redemption in any year shall be in integral multiples of \$5,000. No serial Bonds may mature following the commencement of the first mandatory sinking fund payment. For any term Bonds specified, the principal amount for a given year may be allocated only to a single term Bond and must be part of an uninterrupted annual sequence from the first mandatory sinking fund payment to the term Bond maturity. The aggregate amount of the principal amount of the serial maturity or mandatory sinking fund payment for the Bonds is shown below for information purposes only. Bidders will provide bids on the Total Principal Amount of the Bonds only. Subject to adjustment as hereinafter provided, the aggregate principal amount of the serial maturity or mandatory sinking fund payment for the Bonds in each year is as follows:

[TABLE IS ON THE NEXT FOLLOWING PAGE.]

Principal Payment Date (August 1)	Principal Amount of Bonds*
2015	1,860,000
2016	2,525,000
2017	2,515,000
2018	2,495,000
2019	2,500,000
2020	2,520,000
2021	2,540,000
2022	1,075,000
2023	1,830,000
2024	1,110,000
2025	1,165,000
2026	1,595,000
2027	1,815,000
2028	6,865,000
2029	7,165,000
2030	7,405,000
TOTAL	\$46,980,000.00

Adjustment of Principal Payments. The principal amounts set forth in this Official Notice of Sale reflect certain estimates of the District with respect to the likely interest rates of the winning bid and the premium contained in the winning bid. **The District reserves the right to change the principal payment schedule set forth above after the determination of the winning bidder, by adjusting one or more of the principal payments of the Bonds in increments of \$5,000, as determined in the sole discretion of the District. Any such adjustment of principal payments on the Bonds shall be based on the schedule of principal payments provided by the District to be used as the basis of bids for the Bonds. Any such adjustment will not change the average per Bond dollar amount of underwriter’s discount. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn.**

THE BIDDER AWARDED THE BONDS BY THE DISTRICT (THE “PURCHASER”) WILL NOT BE PERMITTED TO WITHDRAW ITS BID, CHANGE THE INTEREST RATES IN ITS BID, OR CHANGE THE REOFFERING PRICES IN ITS REOFFERING PRICE CERTIFICATE AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL PAYMENTS OF THE BONDS IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE.

Redemption. (a) Optional Redemption. The Bonds maturing on or before August 1, 2025, will not be subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 2026, are subject to redemption prior to their respective stated maturity dates, at the option of the District, on any date on or after August 1, 2025, in

whole or in part, as directed by the District and by lot within a maturity, from any source of available funds (other than mandatory sinking fund payments), at a redemption price equal to the principal amount of the Bonds redeemed, together with accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption. If specified, Term Bonds will be subject to redemption, by lot, on August 1 of each year specified prior to their respective stated maturity dates from monies in the interest and sinking fund of the District, upon payment of the principal amount due in such year, without premium, plus accrued interest thereon to the date fixed for redemption.

Legal Opinion and Tax Matters. Upon delivery of the Bonds, Bond Counsel, Best Best & Krieger LLP (“Bond Counsel”), will deliver an opinion for the Bonds to the effect that in the opinion of such Bond Counsel, based upon an analysis of existing laws, regulations, rulings, and judicial decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants and requirements, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of federal individual or corporate alternative minimum taxes and is not included in adjusted current earnings in calculating federal corporate alternative minimum taxable income. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxes. See “TAX MATTERS” in the Preliminary Official Statement.

A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix D to the Preliminary Official Statement. The approving legal opinion of Bond Counsel will be furnished to the Purchaser upon delivery of the Bonds. Copies of said opinion will be filed with the Depository Trust Company (“DTC”) and with the District.

TERMS OF SALE

Form of Bids; Delivery of Bids. Each bid for the Bonds must be: (1) for not less than all of the Bonds hereby offered for sale, (2) unconditional, and (3) submitted via Parity. All bids must conform to the procedures established by Parity and must be received by 10:00 a.m. (California time) on the applicable sale date. No bid submitted to Parity is subject to withdrawal or modification by the bidder. The winning bidder must also submit a Good Faith Deposit (see “– Good Faith Deposit”).

All bids will be deemed to incorporate all of the terms of this Official Notice of Sale. If the sale of the Bonds is canceled or postponed, all bids shall be rejected. No bid submitted to the District is subject to withdrawal or modification by the bidder. No bid will be accepted after the time for receiving bids. The District retains absolute discretion to determine whether any bid is timely and complete and conforms to this Official Notice of Sale. The District takes no responsibility for informing any bidder prior to the time for receiving bids that its bid is incomplete, illegible, or nonconforming with this Official Notice of Sale or has not been received.

Electronic bids will be received exclusively through Parity in accordance with this Official Notice of Sale. For further information about Parity, potential bidders may contact the Financial Advisor, phone: (949) 660-8500, or Parity, phone: (212) 849-5000.

Warnings Regarding Electronic Bids. Bids for the Bonds must be submitted electronically via Parity. None of the District, the Financial Advisor, or Bond Counsel assumes any responsibility for any error contained in any bid submitted electronically or for failure of any bid to be transmitted, received or opened by the time for receiving bids, and each bidder expressly assumes the risk of, any incomplete, illegible, untimely, or nonconforming bid submitted by electronic transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telecommunications lines, or any other cause arising from submission by electronic transmission. The time for receiving bids will be determined by the District at the place of bid opening, and the District will not be required to accept the time kept by Parity.

In submitting an electronic bid for the Bonds through Parity, such bidder thereby agrees to the following terms and conditions: (1) if any provision in this Official Notice of Sale with respect to the Bonds conflicts with information or terms provided or required by Parity, this Official Notice of Sale, including any amendments or modifications issued through Parity, will control; (2) each bidder will be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale; (3) the District will not have any duty or obligation to provide or assure access to Parity to any bidder, and the District will not be responsible for proper operation of, or have any liability for, any delays, interruptions or damages caused by use of Parity or any incomplete, inaccurate or untimely bid submitted by any bidder through Parity; (4) the District is permitting use of Parity as a communication mechanism, and not as an agent of the District, to facilitate the submission of electronic bids for the Bonds; Parity is acting as an independent contractor, and is not acting for or on behalf of the District; (5) the District is not responsible for ensuring or verifying bidder compliance with any procedures established by Parity; (6) the District may regard the electronic transmission of a bid through Parity (including information regarding the purchase price for the Bonds or the interest rates for any maturity of the Bonds) as though the information were executed on the bidder's behalf by a duly authorized signatory; (7) if the bidder's bid is accepted by the District, this Official Notice of Sale and the information that is transmitted electronically through Parity will form a contract, and the bidder will be bound by the terms of such contract; and (8) information provided by Parity to bidders will form no part of any bid or of any contract between the Purchaser and the District unless that information is included in this Official Notice of Sale.

Basis of Award. Unless all bids are rejected, the Bonds will be awarded to the responsible bidder who submits a conforming bid that represents the lowest true interest cost ("TIC") to the District. The TIC will be that nominal interest rate that, when compounded semiannually and applied to discount all payments of principal and interest payable on the Bonds to the dated date of the Bonds, results in an amount equal to the principal amount of such Bonds plus the amount of any net premium. For the purpose of calculating the TIC, mandatory sinking fund payments for any term Bonds specified by each bidder will be treated as Bonds maturing on the dates of

such mandatory sinking fund payments. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lot which bidder will be awarded the Bonds. Bid evaluations or rankings made by Parity are not binding on the District.

True Interest Cost. The District requires that the maximum TIC for the Bonds not exceed 4.50%. Each bidder is requested, but not required, to supply an estimate of the TIC based upon its bid, which will be considered as informative only and not binding on either the bidder or the District.

Underwriter's Discount. The Underwriter's Discount shall not exceed 1.50% of the aggregate principal amount of the Bonds.

Bond Insurance. The School District has applied to Assured Guaranty Municipal Corporation ("Assured Guaranty") and Build America Mutual Assurance Company ("BAM") in an attempt to qualify the Bonds for a financial guaranty insurance policy. The Bonds have been qualified for municipal bond insurance by both Assured Guaranty and BAM. The bidder may elect to purchase the bond insurance at bidder's option and cost.

Multiple Bids. In the event multiple bids are received from a single bidder by any means or combination thereof, the District shall accept the bid representing the lowest TIC to the District, and each bidder agrees by submitting any bid to be bound by the bid representing the lowest TIC to the District.

Good Faith Deposit. Upon acceptance of its bid, the winning bidder shall be required to make a good faith deposit (the "Good Faith Deposit") of \$100,000 by wire transfer in immediately available funds not later than 12:00 p.m. on the next business day following the award, payable to the order of U.S. Bank, the paying agent with respect to the Bonds, to secure the District from any loss resulting from the failure of the bidder to comply with the terms of its bid. Wiring instructions will be provided to the successful bidder.

No interest will be paid upon the Good Faith Deposit made by any bidder. The Good Faith Deposit of the Purchaser will, immediately upon acceptance of its bid, become the property of the District. The Good Faith Deposit will be held and invested for the exclusive benefit of the District. The Good Faith Deposit, without interest thereon, will be credited against the purchase price of the Bonds purchased by the Purchaser at the time of delivery thereof.

If the purchase price is not paid in full upon tender of the Bonds, the District shall retain the Good Faith Deposit and the Purchaser will have no right in or to the Bonds or to the recovery of its Good Faith Deposit, or to any allowance or credit by reason of such deposit, unless it shall appear that the Bonds would not be validly delivered if delivered to the Purchaser in the form and manner proposed, except pursuant to a right of cancellation. See "CLOSING PROCEDURES AND DOCUMENTS – Right of Cancellation." In the event of nonpayment for the Bonds by the Purchaser, the District reserves any and all rights granted by law to recover the full purchase price of the Bonds and, in addition, any damages suffered by the District.

Reoffering Prices and Certificate. The successful bidder for the Bonds must actually reoffer all of the Bonds to the general public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers).

As soon as is practicable, but not later than one hour after the award of the Bonds, the successful bidder shall provide to the District the initial offering prices at which it has offered all of the Bonds of each maturity to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers), in a bona fide public offering. Prior to delivery of the Bonds, the successful bidder shall provide to the District, Best Best & Krieger LLP, 3390 University Avenue, 5th Floor, Riverside, CA 92501; fax: (951) 686-3083; Attention: Kimberly A. Byrens; e-mail: kim.byrens@bbklaw.com; a reoffering price certificate for the Bonds, dated the date of delivery of the Bonds (the "Reoffering Price Certificate") in the form attached hereto as Exhibit A. In addition, at the request of Bond Counsel, the successful bidder will provide information regarding its sales of the Bonds. For the purposes of this paragraph, sales of the Bonds to the other securities brokers or dealers will not be considered sales to the general public.

Right of Rejection and Waiver of Irregularity. The District reserves the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any bid which does not materially affect such bid or change the ranking of the bids.

Right to Modify or Amend. The District reserves the right to modify or amend this Official Notice of Sale in any respect, including, without limitation, increasing or decreasing the principal amount of any serial maturity or mandatory sinking fund payment for the Bonds and adding or deleting serial or term maturity and mandatory sinking fund payment dates, along with corresponding principal amounts with respect thereto, for any years from 2015 through and including 2030 for the Bonds; provided, that any such modification or amendment will be communicated to potential bidders through *Thomson Municipal News* not later than 5:00 p.m. (California time) on the business day preceding the date for receiving bids. Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale.

Postponement or Cancellation of Sale. The District may postpone or cancel the sale of the Bonds at or prior to the time for receiving bids. Notice of such postponement or cancellation shall be given through *Thomson Municipal News* as soon as practicable following such postponement or cancellation. If the sale is postponed, notice of a new sale date will be given through *Thompson Municipal News* as soon as practicable following a postponement and no later than 5:00 p.m. (California time) on the business day preceding the new date for receiving bids. Failure of any potential bidder to receive notice of postponement or cancellation will not affect the sufficiency of any such notice.

Prompt Award. The Superintendent will take official action awarding the Bonds or rejecting all bids not later than thirty (30) hours after the time for receipt of bids, unless such time period is waived by the purchaser.

CLOSING PROCEDURES AND DOCUMENTS

Delivery and Payment. **Delivery of the Bonds will be made through the facilities of DTC in New York, New York, and is presently expected to take place on or about June 10, 2015.** Payment for the Bonds (including any premium) must be made at the time of delivery in immediately available funds to the District. Any expense for making payment in immediately

available funds shall be borne by the Purchaser. The District will deliver to the Purchaser, dated as of the delivery date, the legal opinion with respect to the Bonds described in APPENDIX D – “PROPOSED FORM OF BOND COUNSEL OPINION” to the Official Statement.

Qualification for Sale. The District will furnish such information and take such action not inconsistent with law as the Purchaser may request and the District may deem necessary or appropriate to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Purchaser; provided, that the District will not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. By submitting its bid for the Bonds, the Purchaser assumes all responsibility for qualifying the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of the states and jurisdictions in which the Purchaser offers or sells the Bonds, including the payment of fees for such qualification. Under no circumstances may the Bonds be sold or offered for sale or any solicitation of an offer to buy the Bonds be made in any jurisdiction in which such sale, offer or solicitation would be unlawful under the securities laws of the jurisdiction.

No Litigation. The District will deliver a certificate stating that no litigation is pending with service of process having been accomplished, or, to the knowledge of the officer of the District executing such certificate, threatened, concerning the validity of the Bonds, the ability of the District to levy the *ad valorem* tax required to pay debt service on the Bonds, the legal existence of the District, or the title to their respective offices of the officers of the District who will execute the Bonds.

Right of Cancellation. The Purchaser will have the right, at its option, to cancel this contract if the District fails to execute the Bonds and tender the same for delivery within thirty (30) days from the sale date, and in such event the Purchaser will be entitled only to the return of the Good Faith Deposit, without interest thereon.

CUSIP Numbers. It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this contract. The Purchaser, at its sole cost, will obtain separate CUSIP numbers for each maturity of the Bonds. CUSIP data is provided by Standard and Poor’s, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. CUSIP numbers will be provided for convenience of reference only. The District will take no responsibility for the accuracy of such numbers.

California Debt and Investment Advisory Commission Fee. Pursuant to Section 8856 of the California Government Code, the Purchaser must pay to the California Debt and Investment Advisory Commission within sixty (60) days from the sale date the statutory fee for the Bonds purchased.

Official Statement. Copies of the Preliminary Official Statement with respect to the Bonds will be furnished or electronically transmitted to any potential bidder upon request to the District or to the Financial Advisor. In accordance with Rule 15c2-12 of the Securities and

Exchange Commission (“Rule 15c2-12”), the District deems such Preliminary Official Statement final as of its date, except for the omission of certain information permitted by Rule 15c2-12. The contact information for the Financial Advisor is set forth on the first page of this Official Notice of Sale. Within seven business days after the date of award of the Bonds, the Purchaser will be furnished with a reasonable number of copies (not to exceed 50) of the final Official Statement, without charge, for distribution in connection with the resale of the Bonds. The Purchaser must notify the District in writing within two days of the sale of the Bonds if the Purchaser requires additional copies of the Official Statement to comply with applicable regulations. The cost for such additional copies will be paid by the Purchaser requesting such copies.

By submitting a bid for the Bonds, the Purchaser agrees: (1) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements, (2) to promptly file a copy of the final Official Statement, including any supplements, with the Municipal Securities Rulemaking Board, and (3) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to the Purchaser, including without limitation, the delivery of a final Official Statement to each investor who purchases Bonds.

The form and content of the final Official Statement is within the sole discretion of the District.

Certificate Regarding Official Statement. At the time of delivery of the Bonds, the Purchaser will receive a certificate, signed by an authorized representative of the District, confirming to the Purchaser that, to the best of the knowledge of such authorized representative, the Official Statement (except for information regarding the municipal bond insurance policy, if any, and the provider thereof, DTC and its book-entry system and reoffering information, as to which no view will be expressed), as of the date of sale of the Bonds and as of the date of delivery thereof did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Continuing Disclosure. In order to assist bidders in complying with Rule 15c2-12, the District will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information, operating data and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Dated: April 21, 2015

EXHIBIT A
REOFFERING PRICE CERTIFICATE

§ _____
RIVERSIDE UNIFIED SCHOOL DISTRICT
(COUNTY OF RIVERSIDE, STATE OF CALIFORNIA)
2015 GENERAL OBLIGATION REFUNDING BONDS

UNDERWRITER'S CLOSING CERTIFICATE

This certificate is being delivered by _____, the underwriter (the “**Underwriter**”) in connection with the issuance of the Riverside Unified School District (County of Riverside, State of California) 2015 General Obligation Refunding Bonds, (the “**Bonds**”). The Underwriter hereby certifies and represents that:

A. Issue Price.

1. The Bonds of all maturities have been the subject of an initial offering to the public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, those set forth in Schedule A attached hereto.

2. On the date of the sale of the Bonds, to the best of our knowledge based on our records, the first price or yield at which at least ten percent (10%) of each maturity, [*if less than 10% of some maturities of the Bonds was sold to the public add:* except the Bonds maturing in the years 20__, 20__, 20__, and 20__,] was sold to the public (excluding such bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) was not greater than the respective price, or was not lower than the respective yield, set forth in Schedule A attached hereto. At the time we agreed to purchase the Bonds, based on our assessment of the then prevailing market conditions, we had no reason to believe that any of the Bonds would be initially sold to the public (excluding such bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices greater than the prices, or yields lower than the yields, than those set forth in Schedule A attached hereto, and such prices and yields, maturity-by-maturity, represented our best judgment of the fair market value of the Bonds.

3. [*if less than 10% of some maturities of the Bonds was sold to the public add:* The unsold Bonds were bought by the Underwriter. Even though, on the date of the sale of the Bonds, it was reasonably expected that such unsold Bonds would be held as inventory until sold to the public (as opposed to being held for the bond houses’ own accounts), and even though it could then be reasonably expected that such sale to the public might be at prices higher than the prices, or yields lower than the yields, set forth in Schedule A attached hereto, our reasonable expectations regarding the fair market value of such Bonds, as of the date of the sale of the Bonds were those reflected as the public offering prices or yields of such Bonds set forth in Schedule A attached hereto.

4. As of the date hereof, neither the Underwriter nor any affiliate of the Underwriter has participated in offering any derivative product with respect to the Bonds.

B. Compensation.

All compensation received for underwriting services (which includes certain expenses) in connection with the sale and delivery of the Bonds is being paid on the date hereof in the form of a purchase discount in the amount of \$_____, and no part of such compensation includes any payment for any property or services other than underwriting services relating to sale and delivery of the Bonds.

We understand that the representations contained herein will be relied upon by the issuer of the Bonds in making certain of the representations contained in the Tax Certificate to be executed and delivered by the issuer, and we further understand that Bond Counsel to the issuer may rely upon this certificate, among other things, in providing an opinion with respect to the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Tax Certificate relating to the Bonds to which this certificate will be attached as an exhibit.

Dated: _____, 2015

[UNDERWRITER]

By: _____
Name: _____
Title: _____

**RIVERSIDE UNIFIED SCHOOL DISTRICT
(COUNTY OF RIVERSIDE, STATE OF CALIFORNIA)
2015 GENERAL OBLIGATION REFUNDING BONDS**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>	<u>Reoffering Yield</u>	<u>Price</u>
August 1, 2015	\$_____,000	____.____%	____.____%	____.____%
August 1, 2016	_____,000	____.____	____.____	____.____
August 1, 2017	_____,000	____.____	____.____	____.____
August 1, 2018	_____,000	____.____	____.____	____.____
August 1, 2019	_____,000	____.____	____.____	____.____
August 1, 2020	_____,000	____.____	____.____	____.____
August 1, 2021	_____,000	____.____	____.____	____.____
August 1, 2022	_____,000	____.____	____.____	____.____
August 1, 2023	_____,000	____.____	____.____	____.____
August 1, 2023	_____,000	____.____	____.____	____.____
August 1, 2024	_____,000	____.____	____.____	____.____
August 1, 2025	_____,000	____.____	____.____	____.____
August 1, 2026	_____,000	____.____	____.____	____.____
August 1, 2027	_____,000	____.____	____.____	____.____
August 1, 2028	_____,000	____.____	____.____	____.____
August 1, 2029	_____,000	____.____	____.____	____.____
August 1, 2030	_____,000	____.____	____.____	____.____

**Board Meeting Agenda
May 4, 2015**

Topic: Approval of Recommended Instructional Materials for Secondary English Language Arts

Presented by: Lisa Kells, 7-12 English Language Arts and Foreign Language Instructional Services Specialist

Responsible Cabinet Member: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12

Type of Item: Action

Short Description: The instructional materials have been presented to the Instructional Services Subcommittee and have completed 30 days of public display. These novels are new additions to our RUSD Approved Novel Lists in grade 7, grade 9, grade 10, and grade 11.

DESCRIPTION OF AGENDA ITEM:

The Novel Study Committee is submitting new additions to the RUSD Approved Novel List for consideration. The instructional materials have been presented to the Instructional Services Subcommittee and have completed 30 days of public display.

7th Grade English Language Arts

Out of the Dust

ISBN-13: 978-0590371254

Karen Hesse

Great Source

The Great Turkey Walk

Kathleen Karr

ISBN-13: 978-0374427986

Square Fish

Introduction to Literature (9th Grade)

Tuesdays with Morrie

ISBN -13: 978-0767905923

Mitch Albom

Broadway Books

The Bean Trees

ISBN-13: 978-0061097317

Barbara Kingsolver

HaperTorch

The Absolutely True Diary of a Part-Time Indian

ISBN-13: 978-0316013697

Sherman Alexie

Little, Brown Books for Young Readers

The Princess Bride

ISBN-13: 978-0156035156

William Goldman

Mariner Books

World Literature (10th Grade)

12 Angry Men - Play

ISBN-13: 979-0817293214

Reginald Rose

The Dramatic Publishing Company

The Book Thief

ISBN-13: 978-0375842207

Markus Zusak

Alphred A. Knopf

American Literature (11th Grade)

One Flew Over the Cuckoo's Nest

ISBN-13: 978-0451163967

Ken Kesey

Signet

Beloved

ISBN-13: 978-1400033416

Toni Morrison

Vintage

Man's Search for Meaning

ISBN-13: 978-0807014295

Viktor Frankl

Beacon Press

Outliers

ISBN-13: 978-0316017930

Malcolm Gladwell

Back Bay Books

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve the recommended Instructional Materials for Secondary English Language Arts.

ADDITIONAL MATERIAL: RUSD Approved Novel List for grades 7-12 – 2014-15 and Power Point Presentation

Attached: Yes

Riverside Unified School District Grade 7 Approved Novel List

2014 - 2015

Author	Book Title	Lexile Level
A Content Area Reader	<i>A World in Transition</i>	
Avi	<i>Nothing but the Truth</i>	
Babbitt, Natalie	<i>Tuck Everlasting</i>	770
Barrett, William E	<i>Lilies of the Field</i>	770
Beatty, Patricia	<i>Lupita Manana</i>	760
Brooks, Polly S.	<i>Queen Eleanor: Independent Spirit of the Medieval World: A Biography of Eleanor of Aquitane</i>	
Bunting, Eve	<i>SOS Titanic</i>	690
Curtis, Christopher Paul	<i>Bud, Not Buddy</i>	950
Cushman, Karen	<i>Midwife 's Apprentice</i>	1240
de Trevino, Elizabeth Borton	<i>I, Juan de Pareja</i>	1100
Fleischman, Sid	<i>The Whipping Boy</i>	570
Gipson, Fred	<i>Old Yeller</i>	910
Gray, Elizabeth	<i>Adam of the Road</i>	1030
Hamilton, Virginia	<i>M.C. Higgins, The Great</i>	630
Hinton, S.E.	<i>Tex</i>	710
Ho, Minfong	<i>The Clay Marble</i>	860
Hobbs, Will	<i>Bearstone</i>	780
Jiang, Ji-Li	<i>Red Scarf Girl</i>	780
Nye, Robert	<i>Beowulf</i>	1070
Paterson, Katherine	<i>Jacob Have I Loved</i>	880
Paterson, Katherine	<i>Sign of the Chrysanthemum</i>	870
Rawls, Wilson	<i>Summer of the Monkeys</i>	810
Rawls, Wilson	<i>Where the Red Fern Grows</i>	700

Riverside Unified School District Grade 7 Approved Novel List

2014 - 2015

Author	Book Title	Lexile Level
Sacher, Louis	<i>Holes</i>	660
Soto, Gary	<i>Baseball in April and Other Stories</i>	830
Steinbeck, John	<i>The Red Pony</i>	810
Stevenson, Robert Louis	<i>Treasure Island</i>	760
Taylor, Mildred D.	<i>Roll of Thunder, Hear My Cry</i>	920
Taylor, Theodore	<i>The Cay</i>	860
Tolkien, J.R.R.	<i>The Hobbit</i>	1000
Verne, Jules	<i>Around the World in Eighty Days</i>	640
Voight, Cynthia	<i>Dacey's Song</i>	710
Wolff, Virginia Euwer	<i>Bat 6</i>	930
Adams, Richard	<i>Watership Down</i>	880
Lowry, Lois	<i>The Giver</i>	760
Orwell, George	<i>Animal Farm</i>	1170
Tolkien, J.R.R.	<i>Hobbit</i>	1000
Twain, Mark	<i>A Connecticut Yankee in King Arthur's Court</i>	1080

Riverside Unified School District Grade 8 Approved Supplemental Novel List
2014 - 2015

Author	Book Title	Lexile Level
Avi	<i>The Fighting Ground</i>	580
Avi	<i>Nothing But the Truth</i>	
Avi	<i>True Confessions of Charlotte Doyle</i>	740
Bruchac, Margaret	<i>The Heart of a Chief</i>	750
Craven, Margaret	<i>I Heard the Owl Call My Name</i>	1080
Curtis, Christopher Paul	<i>The Watson's Go to Birmingham-1963</i>	1000
Dickens, Charles	<i>A Christmas Carol</i>	890
Forbes, Esther	<i>Johnny Tremain</i>	840
Freedman, R	<i>Lincoln: A Photobiography</i>	NC1040
Frank, Anne	<i>Diary of a Young Girl</i>	1080
Gibson, William	<i>The Miracle Worker</i>	
Goodrich, Frances and Albert Hackett	<i>Diary of Anne Frank—Play Version</i>	
Green, Bette	<i>The Summer of My German Soldier</i>	800
Hamilton, Virginia	<i>The House of Dies Drear</i>	670
Hinton, S.E	<i>The Outsiders</i>	750
Houston, Jeannie Wakatsuki	<i>Farewell to Manzanar</i>	1040
Hunt, Irene	<i>Across Five Aprils</i>	1100
Lipsyte, Robert	<i>The Contender</i>	760
London, Jack	<i>Call of the Wild</i>	640
Lowry, Lois	<i>The Giver</i>	760
Paulson, Gary	<i>Hatchet</i>	1020
Myers, Walter D	<i>The Glory Field</i>	800
Petry, Ann	<i>Harriet Tubman: Conductor of the Underground Railroad</i>	1000
Rawlings, Marjorie Keenan	<i>The Yearling</i>	750

Riverside Unified School District Grade 8 Approved Supplemental Novel List

2014 - 2015

Author	Book Title	Lexile Level
Ryan, Pam Munoz	<i>Esperanza Rising</i>	750
Schaefer, Jack	<i>Shane</i>	870
Shefelman, Janice Jordan	<i>A Paradise Called Texas</i>	
Soto, Gary	<i>Taking Sides</i>	750
Twain, Mark	<i>The Adventures of Tom Sawyer</i>	970
Whelan, Gloria	<i>Goodbye, Vietnam</i>	810
Zindel, Paul-	<i>The Pigman</i>	950
Lee, Harper	<i>To Kill a Mockingbird</i>	870
Twain, Mark	<i>Connecticut Yankee in King Arthur's Court</i>	1080
Bradbury, Ray	<i>The Martian Chronicles</i>	740
Rawlings, Marjorie Kennan	<i>The Yearling</i>	750
Junior Great Books series		

Riverside Unified School District Grade 9 Approved Novel List
2014 - 2015

Author	Book Title	Lexile level
Benitez, Sandra	<i>A Place Where the Sea Remember</i>	790
Borland, Hal	<i>When the Legends Die</i>	850
Bradbury, Ray	<i>Something Wicked This Way Comes</i>	820
Bradbury, Ray	<i>Fahrenheit 451</i>	890
Butler, William	<i>Butterfly Revolution</i>	
Cisneros, Sandra	<i>House on Mango Street</i>	870
Cormier, Robert	<i>I am the Cheese</i>	810
Dickens, Charles	<i>Great Expectations</i>	1150
Fisher, Suzanne	<i>Shabanu</i>	
Hardy, Thomas	<i>Return of the Native</i>	1040
Hemingway, Ernest	<i>The Old Man and the Sea</i>	940
L'Amour, Louis	<i>Down the Long Hills</i>	900
Laurents, Arthur and Jerome Robbins	<i>West Side Story</i>	
Le Guin, Ursula	<i>A Wizard of Earthsea</i>	1150
Martinez, Victor	<i>The Parrot in the Oven</i>	1000
McBride, James	<i>The Color of Water: A Black Man's Tribute to His White Mother</i>	1240
Renault, Mary	<i>The King Must Die</i>	730
Rostand, Edmund	<i>Cyrano de Bergerac</i>	
Shakespeare, William	<i>A Shakespearean comedy</i>	
Shakespeare, William	<i>Romeo and Juliet</i>	700
Staples, Suzanne Fisher	<i>Shabanu: Daughter of the Wind</i>	970
Steinbeck, John	<i>The Pearl</i>	
Tennyson, Lord Alfred	<i>Idylls of the King</i>	1260
Wolfe, Tobias	<i>This Boy's Life</i>	

Riverside Unified School District Grade 9 Approved Novel List

2014 - 2015

Author	Book Title	Lexile level
Extended Mythology:		
The Aeneid (excerpts)		1140
The Iliad (excerpts)		820, 740, 1040
Norse Mythology		870
<hr/>		
Hardy, Thomas	<i>Return of the Native</i>	1040
Malory, Sir Thomas	<i>Le Morte d'Arthur</i>	
Potok, Chaim	<i>The Chosen</i>	970
The Bible as literature		
White, T. H.	<i>The Once and Future King</i>	1080

Riverside Unified School District Grade 10 Approved Novel List

2014 - 2015

Author	Book Title	Lexile Level
Achebe, Chinua	<i>Things Fall Apart</i>	890
Anaya, Rudolfo	<i>Bless Me, Ultima</i>	840
Buck, Pearl S	<i>The Good Earth</i>	1530
Camus, Albert	<i>Fall, The*</i>	
Camus, Albert	<i>Stranger, The*</i>	880
Conrad, Joseph	<i>Lord Jim</i>	1120
Dante	<i>from Dante's Inferno</i>	1270
Dostoyevsky, Fyodor	<i>Notes from the Underground</i>	1050
Du Maurier, Daphne	<i>Rebecca</i>	880
Dumas, Alexander	<i>Three Musketeers, The</i>	990
Dumas, Alexander	<i>Count of Monte Cristo</i>	930
Golding, William	<i>Lord of the Flies</i>	770
Ibsen, Henrik	<i>A Doll's House</i>	
Ibsen, Henrik	<i>Enemy of the People</i>	
Kafka, Franz	<i>Trial, The*</i>	1150
Kafka, Franz	<i>Metamorphosis*</i>	1340
Knowles, John	<i>A Separate Peace</i>	1110
MacLeish, Archibald	<i>J.B.</i>	
Maphabane, Mark	<i>Kaffir Boy: The True Story of a Black Youth Coming of Age in Apartheid</i>	
Nichols, John	<i>Milagro Beanfield War</i>	
O'Brien, Tim	<i>Things They Carried</i>	880
Paton, Alan	<i>Cry, the Beloved Country</i>	860
Remarque, Erich Maria	<i>All Quiet on the Western Front</i>	830

Riverside Unified School District Grade 10 Approved Novel List

2014 - 2015

Author	Book Title	Lexile Level
Shakespeare, William	<i>Julius Caesar</i>	GN740
Shakespeare, William	<i>Twelfth Night</i>	1040
Sophocles	<i>Antigone</i>	1090, 940, 1570
Sophocles	<i>Oedipus the King</i>	1010
Tan, Amy	<i>Joy Luck Club</i>	930
Uchida, Yoshiko	<i>Picture Bride</i>	970
Verne, Jules	<i>Twenty Thousand Leagues Under the Sea</i>	1030
Villasenor, Victor	<i>Rain of Gold</i>	820
Voltaire	<i>Candide</i>	1110
Wiesel, Elie	<i>Night</i>	570

Riverside Unified School District Grade 11 Approved Novel List

2014 - 2015

Author	Book Title	Lexile Level
Agee, James	<i>Death in the Family</i>	1020
Anderson, Sherwood	<i>Winesburg, Ohio</i>	1050
Andrews, William L. (ed)	<i>Classic American Autobiographies</i>	
Angelou, Maya	<i>I Know Why the Caged Bird Sings</i>	1330, 1070
Beal, Merrill D	<i>"I Will Fight No More Forever:" Chief Joseph and the Nez Perce War</i>	1130
Bellow, Saul	<i>Seize the Day</i>	
Bradbury, Ray	<i>Martial Chronicles</i>	740
Brown, Claude	<i>Manchild in the Promised Land</i>	860
Capote, Truman	<i>Christmas Memory, A</i>	660
Capote, Truman	<i>In Cold Blood</i>	1040
Cather, Willa	<i>Death Comes for the Archbishop</i>	1150
Cather, Willa	<i>My Antonia</i>	990
Cleaver, Eldridge	<i>Soul on Ice</i>	
Crane, Stephen	<i>Red Badge of Courage</i>	900
D'Aguiar, Fred	<i>The Longest Memory</i>	
Douglass, Frederick	<i>Speeches</i>	
Douglass, Frederick	<i>Narratives</i>	1030, 1070
Dreiser, Theodore	<i>American Tragedy</i>	1240
Edwards, Jonathan	<i>Sinners in the Hands of an Angry God</i>	
Ellison, Ralph	<i>Invisible Man</i>	950
Faulker, William	<i>The Hamlet</i>	
Faulkner, William	<i>Intruder in the Dust</i>	
Faulkner, William	<i>Light in August</i>	

Riverside Unified School District Grade 11 Approved Novel List

2014 - 2015

Author	Book Title	Lexile Level
Faulkner, William	<i>The Reivers</i>	970
Fitzgerald, F. Scott	<i>The Great Gatsby</i>	1070
Franklin, Benjamin	<i>Essays</i>	
Franklin, Benjamin	<i>Autobiography of Benjamin Franklin</i>	1370
Frazier, Charles	<i>Cold Mountain</i>	1210
Gunther, J	<i>Death be not Proud</i>	1060
Guterson, David	<i>Snow Falling on Cedars</i>	1080
Hansberry, Lorraine	<i>A Raisin in the Sun</i>	
Hawthorne, Nathaniel	<i>The Scarlet Letter</i>	1340
Hemingway, Ernest	<i>Tender is the Night</i>	
Hemingway, Ernest	<i>The Sun also Rises</i>	1420
Hong Kingston, Maxine	<i>The Woman Warrior</i>	880
Howells, William Dean	<i>The Rise of Silas Lapham</i>	
Iroquois Constitution		
Irving, John	<i>A Prayer for Owen Meany</i>	1050
Irving, Washington	<i>The Sketch Book</i>	
James, Henry	<i>Turn of the Screw/ Daisy Miller</i>	
Jefferson, Thomas	<i>The Declarations of Independence</i>	
Keller, Helen	<i>Story of My Life: Helen Keller</i>	1090, 1150
King, Martin Luther	<i>I have a Dream</i>	1130
King, Martin Luther	<i>Letter from Birmingham City Jail</i>	
Kirkwood, J	<i>Good Times/Bad Times</i>	
Lawrence, Jerome and Lee, Robert E.	<i>Inherit the Wind</i>	850
Lee, Harper	<i>To Kill a Mockingbird</i>	870

Riverside Unified School District Grade 11 Approved Novel List

2014 - 2015

Author	Book Title	Lexile Level
Lincoln, Abraham	<i>Gettysburg Address</i>	1340
Malmcolm X	<i>Autobiography of Malcolm X</i>	1120
Mahmud, Bernard	<i>The Natural</i>	1060
McCarthy, Cormac	<i>All the Pretty Horses</i>	940
Melville, Herman	<i>Billy Budd</i>	1450
Melville, Herman	<i>Moby Dick</i>	640
Miller, Arthur	<i>The Crucible</i>	1320
Miller, Arthur	<i>All my Sons</i>	
Miller, Arthur	<i>Death of a Salesman</i>	1320
Mori, Kyoko-Shizuko's	<i>Daughter</i>	820
Parks, Gordon	<i>Learning Tree</i>	0.86
Potok, Chaim	<i>The Promise</i>	
Proulx, Annie E.	<i>The Shipping News</i>	730
Rivera, Tomas	<i>...And the Earth did Not Devour Him</i>	
Rolvaag, Ole E.	<i>Giants of the Earth</i>	830
Salinger, J.D.	<i>Catcher in the Rye</i>	790
Steinbeck, John	<i>Cannery Row</i>	930
Steinbeck, John	<i>Grapes of Wrath</i>	680
Steinbeck, John	<i>Of Mice and Men</i>	630
Truth, Sojourner	<i>Ain't I a Woman</i>	960
Twain, Mark	<i>Adventures of Huckleberry Finn</i>	HL720
Uchida, Yoshiko	<i>Desert Exile: The Uprooting of a Japanese-American Family</i>	1280
Vonnegut, Kurt	<i>Slaughterhouse Five</i>	850
Walker, Alice	<i>Color Purple, The</i>	HL670

Riverside Unified School District Grade 11 Approved Novel List

2014 - 2015

Author	Book Title	Lexile Level
Wharton, Edith	<i>Ethan Frome</i>	820
White, Ellen Emerson	<i>Road Home</i>	850
Wilder, Thornton	<i>Our Town</i>	
Williams, Tennessee	<i>Cat on a Hot Tin Roof</i>	
Williams, Tennessee	<i>Summer and Smoke</i>	
Williams, Tennessee	<i>The Glass Menagerie</i>	1350
Wright, Richard	<i>Black Boy</i>	950
Wright, Richard	<i>Native Son</i>	700

Riverside Unified School District Grade 12 Supplemental Novel List

2014 - 2015

Author	Book Title	Lexile Level
Austen, Jane	<i>Sense and Sensibility</i>	1160
Austen, Jane	<i>Pride and Prejudice</i>	1100
Beckett, Samuel	<i>Waiting for Godot</i>	1310
Bolt, Robert	<i>A Man for all Seasons</i>	
Bronte, Charlotte	<i>Wuthering Heights</i>	GN390
Bronte, Emily	<i>Jane Eyre</i>	820, 530, 890
Carroll, Lewis	<i>Alice in Wonderland</i>	
Christie, Agatha	<i>And Then There Were None</i>	570
Christie, Agatha	<i>Murder of Roger Ackroyd</i>	720
Dickens, Charles	<i>Tale of Two Cities</i>	460, 790
Doyle, Arthur Conan	<i>Hound of the Baskervilles</i>	620, 590
Eliot, George	<i>Middlemarch</i>	
Eliot, George	<i>Silas Marner</i>	1130
Friel, Brian	<i>Dancing at Lughnassa</i>	
Gardner, John	<i>Grendel</i>	920
Greene, Graham	<i>The Power and the Glory</i>	710
Hardy, Thomas	<i>Jude the Obscure</i>	1060, 1110
Hardy, Thomas	<i>Return of the Native</i>	1040
Hardy, Thomas	<i>Tess of the D'Urbervilles</i>	1110
Hardy, Thomas	<i>Far From the Madding Crowd</i>	740, 1110
Herriott, James	<i>All Creatures Great and Small</i>	990
Huxley, Aldous	<i>Brave New World</i>	870
Ishiguro, Kazuo	<i>Remains of the Day</i>	1210
Joyce, James	<i>Portrait of the Artist as a Young Man</i>	1120

Riverside Unified School District Grade 12 Supplemental Novel List

2014 - 2015

Author	Book Title	Lexile Level
Lawrence, D. H.	<i>Women in Love</i>	920
Llewlyn, Richard	<i>How Green Was My Valley</i>	1090
Malory, Thomas	<i>Le Morte d'Arthur</i>	
Maugham, Somerset	<i>The Razor's Edge</i>	
McCourt, Frank	<i>Angela's Ashes: A Memoir</i>	1110
Orwell, George	<i>1984</i>	1090
Orwell, George	<i>Animal Farm</i>	1170
Shakespeare, William	<i>Henry IV, Part I</i>	
Shakespeare, William	<i>Henry V</i>	GN500
Shakespeare, William	<i>Taming of the Shrew</i>	1340
Shakespeare, William	<i>Hamlet</i>	1390
Shakespeare, William	<i>MacBeth</i>	GN330
Shakespeare, William	<i>Much Ado about Nothing</i>	
Shakespeare, William	<i>Othello</i>	770
Shaw, George Bernard	<i>Pygmalion</i>	1340
Shelley, Mary Wollstonecraft	<i>Frankenstein</i>	810
Shute, Nevil	<i>On the Beach</i>	780
Stevenson, Robert Louis	<i>Kidnapped</i>	630
DeFoe, Daniel	<i>Robinson Crusoe</i>	
Stevenson, Robert Louis	<i>Dr. Jekyll and Mr. Hyde</i>	1040
Stewart, Mary	<i>Mists of Avalon</i>	
Stewart, Mary	<i>The Hollow Hills</i>	980
Stewart, Mary	<i>Crystal Cove</i>	960
Stoker, Bram	<i>Dracula</i>	800

Riverside Unified School District Grade 12 Supplemental Novel List

2014 - 2015

Author	Book Title	Lexile Level
Stoppard, Tom	<i>Rosencrantz and Guildenstern are Dead</i>	
Swift, Jonathan	<i>Gulliver's Travels</i>	840
Tolkien, J. R. R.	<i>Lord of the Rings</i>	
Wells, H.G.	<i>The Time Machine</i>	1070
Waugh, Evelyn	<i>The Loved One</i>	
Wilde, Oscar	<i>Picture of Dorian Gray</i>	880
Woolf, Virginia	<i>A Room of One's Own</i>	1220



Novel Adoption Process and Recommendations

**Riverside Unified School District
Board Meeting May 4th**



Novel Study Committee

- Purpose: establish a process and update list of novels
- Members: 25 Teachers and 3 Librarians
- Meetings: 5 Meetings starting Fall 2014 ending Spring 2015
- Board Subcommittee: Fall and Spring



Novel Adoption Process

- Identify a need or gap
- Check California Department of Education Recommended Novel List
- Three (3) teachers (Complexity, Controversy, Criticism)
- ELA Department Chair and Site Administrator signatures
- Committee will review proposals and make a recommendation
 - Advertise in the Press Enterprise
 - On display for 30 days
 - Bring forward to the school board for approval



Proposed New Novels

Approve	TITLE	AUTHOR	PROPOSED BY
YES	Tuesdays with Morrie - 9th	Mitch Albom	Courtney Hanes
YES	The Bean Trees - 9th	Barbara Kingsolver	Lorrie Cobain-Danelski
YES	12 Angry Men (Play) - 10th	Reginald Rose	Lisa Kells
YES	Absolutely True Diary of a Part-time Indian-9th	Sherman Alexie	Chris Lorenzie
YES	The Book Thief - 10th	Marcus Zusak	Chris Lorenzie
YES	One Flew Over the Cuckoo's Nest - 11th	Ken Kesey	Alexia Wilson

Proposed New Novels

APPROVED	TITLE	AUTHOR	PROPOSED BY
YES	The Princess Bride -9th	William Goldman	Annette Gahre
YES	Man's Search for Meaning-11th	Viktor Frankl	Kim Yeyna
YES	Outliers-11th	Malcolm Gladwell	Kim Yeyna
YES	Beloved - 11th	Toni Morrison	Alexia Wilson
YES	Out of the Dust -7th	Karen Hesse	Paul McIntyre
YES	The Great Turkey Walk -7th	Kathleen Karr	Paul McIntyre

**Board Meeting Agenda
May 4, 2015**

Topic: Approval of Classes Offered at Riverside Adult School during 2014-15 School Year

Presented by: Jim Dawson, Director, Riverside Adult School

Responsible Cabinet Member: Antonio Garcia, Assistant Superintendent, Curriculum and Instruction K-12

Type of Item: Action

Short Description: The Instructional Services staff requests approval of the 2014-15 courses offered by Riverside Adult School. This approval is a requirement for receiving the federal Adult Education Family Literacy Act (AEFLA) funding.

DESCRIPTION OF AGENDA ITEM:

RUSD's Instructional staff is recommending approval of the courses offered by Riverside Adult School during the 2014-15 School Year. This approval is required by the California Department of Education Adult Education Office for recipients of the AEFLA funding. Riverside Adult School is currently receiving \$917,980 through the federal grant.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve the courses offered at Riverside Adult School.

ADDITIONAL MATERIAL: 2014-15 California Department of Education Approval Letter

Attached: Yes

California Department of Education

Date: April 08, 2015
 To: Jim Dawson
 Riverside Unified School District
CDS: 33-6721
 From: Cliff Moss
 Education Programs Consultant
 Adult Education Office
 916-327-6378
 Subject: Course Approval for 2014-15



Your request for approval of the following 37 courses have been received, recorded, and approved for the 2014-15 school year.

Course Number	Course Name	Course Outline Developed/Updated	Job Market Study Year
2102	Basic English	2013	--
2402	Basic Mathematics	2013	--
2403	Algebra 1	2014	--
2816	Art Appreciation	2014	--
2803	Art History	2014	--
2450	Computer Literacy	2014	--
2618	Earth Science	2014	--
2701	Economics	2014	--
2131	English 10	2013	--
2132	English 11	2013	--
2133	English 12	2013	--
2130	English 9	2013	--
2198	English Elective	2013	--
2611	General Science	2014	--
2413	Geometry	2014	--
9972	Government	2014	--
2535	Health	2014	--

2621	Life Science	2014	--
2498	Mathematics Elective	2014	--
2702	Physical Geography	2014	--
2610	Physical Science	2014	--
2424	Pre-Algebra	2014	--
2714	Psychology	2014	--
2798	Social Science Elective	2014	--
9969	Test Preparation	2014	--
2709	United States History	2014	--
2728	World Cultures	2014	--
2711	World History: Survey	2014	--
2724	World Regional Geography	2014	--
9992	Employability and Life Skills I	2009	--
9990	Employability and Life Skills II	2009	--
9995	Government and History (Citizenship Preparation)	2012	--
9980	Advanced ESL	2014	--
9982	Beginning ESL	2014	--
9986	ESL MultiLevel	2007	--
9981	Intermediate ESL	2014	--
4274	Medical Insurance Billing and Coding	2014	2013

You are authorized to claim apportionment for the above courses. It is recommended that you use these Course Titles with your suggested classes listed under them when communicating your program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures

- Clear course completion requirements of established goals and objectives

From EC 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:

Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study in EC 52519; 52520 for more information.