

San Ysidro School District Governing Board

AGENDA

Thursday
May 19, 2022
5:00 p.m.

WELCOME

Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

**La Mirada School
Auditorium
222 Avenida De La Madrid
San Ysidro, CA 92173**

GENERAL ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, APRIL 14, 2022
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, April 14, 2022, and conducted its business meeting at **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173**. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held from 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President R. Lopez Time: 5:01 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members Present:

Mr. Rudy Lopez, Board President

Mrs. Rosaleah Pallasigue, Board Vice-President

Mrs. Irene Lopez, Board Clerk

Mr. Humberto Gurmilan, Member

Mr. Antonio Martinez, Member

3. AGENDA

The Board approved the agenda with the following correction:

- 1) Pulled Consent Calendar Item 14A.4 - Employment of Instructional Health Care Assistant.

Motion: Martinez Second: Pallasigue Vote: 5-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address Closed Session Items Only. (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments.

Board Member Martinez made a motion to recess to Closed Session, seconded by Board Member Gurmilan. The vote was 5-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:

5.1 GOVERNMENT CODE SECTION 54957.6 (Olea)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Linda Olea, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.2 GOVERNMENT CODE SECTION 54957 (Olea)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)

Name of Case: Erika Meza v. San Ysidro School District; Case Number: 37-2019-00053602

5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 3

5.5 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (J. Sanchez)

Government Code Section 54957

Title: Superintendent

5.6 GOVERNMENT CODE SECTION 54957.6 (J. Sanchez)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Board President, Rudy Lopez, Legal Counsel, Joseph Sanchez

Unrepresented Employee: Superintendent

RECONVENED into OPEN SESSION at 6:05 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- 1) Item 5.4 - The Board voted unanimously to reject Keenan Claim No. 605338. The motion was made by Board Member Gurmilan, seconded by Board Clerk Irene Lopez.

Board Vice President Pallasigue made a motion to table item 13.9, seconded by Board Member Martinez. The vote was 5-0.

6. CALL TO ORDER Who: President R. Lopez Time: 6:05 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members Present:

Mr. Rudy Lopez, Board President

Mrs. Rosaleah Pallasigue, Board Vice-President

Mrs. Irene Lopez, Board Clerk

Mr. Humberto Gurmilan, Member

Mr. Antonio Martinez, Member

8. FLAG SALUTE by Paola Atfield, SYMS Student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)

9.1 School Spelling Bee Champions and 52nd Annual San Diego Union-Tribune Countywide

Spelling Bee Participants:

- Mauricio Jimenez Ayala, La Mirada 6th grade, Spelling Bee Champion & San Diego Union-Tribune Countywide Spelling Bee Participant - Presenter Principal Laura English
- Valerie Garcia, Smythe 6th grade Spelling Bee Champion & San Diego Union-Tribune Countywide Spelling Bee Participant - Presenter Principal Russell Little

- 9.2** Isabella Savala - San Ysidro Middle School Health Clerk - Presented by Executive Director of Human Resources Linda Olea and Principal Manuel Bojorquez
- 9.3** Rack Room Shoes - Presented by Assistant Superintendent of Educational Leadership, Pupil Services and Safety, Dr. David Farkas and Coordinator of Pupil Services, Veronica Medina

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of the meeting. Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

Silvia Nogales, CSEA Chapter President 524, Southwestern College, Commented: 1) The community gave the board their vote and confidence to do the right thing for their community. 2) Asked the board to give CSEA a liveable wage. Prices have increased and inflation is eight and a half percent. Employees have to decide what household bills they can pay. 3) Asked the board to put themselves in their shoes and do good for the people of the San Ysidro School District.

Fernanda Rios, CSEA President 154, Commented: 1) Classified staff are living on poverty wages. 2) At the last bargaining session, it was shared that only six classified employees are considered to be at a low salary range. 3) She brings home an average of \$1,400.00 and is considered a high paid employee. If she didn't live with her mother, her family couldn't afford to pay rent. Many members are in the same or worse situations. 4) We are struggling. Three percent offered to teachers does not equal the same for classified employees.

Alfredo Alvarez, CSEA Labor Representative to San Ysidro Chapter 154, Commented: 1) Members can't accept the same offer that teachers did. Prices are increasing, except for wages. 2) Three percent is not enough. CSEA wants to negotiate something that is fair and equitable. 3) CSEA did a budget analysis.

Monica Hernandez, Community Member, Commented: 1) Urged the board to listen and support CSEA. CSEA worked during the pandemic. 2) A liveable wage is a decent thing to do.

Enrique De La Cruz, Commented: 1) Shared a letter on behalf of the Association of Raza Educators. 2) We are seeing more people having to choose between paying the rent or buying food. Many are going hungry and are close to being homeless. 3) The Association of Raza Educators are in solidarity with Classified School Employees of San Ysidro School District and demand that classified workers be supported to have adequate housing, healthcare and liveable wages. 4) Classified workers are living in poverty levels and have kids in the same schools they serve. 5) The Association of Raza Educators believes that all employees should have dignified wages that allow them to pay for housing, healthcare and food.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Gurmilan, Commented: 1) Thanked everyone for sharing public comments. 2) Thanked Principal Little for coordinating the Little Library event. Hopes to see more Little Libraries at other district sites.

Board Member Martinez, Commented: 1) Thanked Principal Bojorquez for hosting the meeting.

2) Thanked CSEA for voicing their concerns. 3) He has faith that we will get this resolved. 4) His direction is let's get this resolved through collective bargaining and go back to the table and get it done.

Board Clerk I. Lopez, Commented: 1) Thanked CSEA members and representatives for voicing their concerns. 2) She was an employee of the district for forty years and a part of CSEA. 3) Our representatives know there is a need. She knows that we can't all live on the same salary but we need to look at other avenues. 4) We need to work together, listen and respect each other. Hopes we can sit down and come to an agreement.

Board Vice President Pallasigue, Commented: 1) Acknowledged CSEA for sharing. 2) Asked the board to do our absolute best for CSEA and extend our respect to our employees. 3) We need to find a place where we can meet in the middle and look for the future too. 4) She has faith that this will resolve itself.

Superintendent Potter, Commented: 1) Thanked classified staff for being here. 2) Values how much CSEA does for the students and the community. 3) She began her career as a classified staff member. 4) She extended her deepest respect for CSEA and thanked them for their voice and care.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1** Reconfiguration of Vista Del Mar Middle School for 2022-2023 - Assistant Superintendent of Educational Leadership, Pupil Services and Safety, Dr. David Farkas

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of March 10, 2022.

Motion: Martinez Second: Gurmilan Vote: 5-0

13.2 RESOLUTION NO. 21/22-0030 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)

The Board approved Resolution No. 21/22-0030 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

Motion: Pallasigue Second: Martinez Vote: 5-0

13.3 RESOLUTION NO. 21/22-0034 - DAY/WEEK OF THE TEACHER (Olea)

The Board adopted Resolution No. 21/22-0034 declaring the observance of Wednesday, May 11, 2022, as the San Ysidro "Day of the Teacher" and the week of May 8-14, 2022, as "Week of the Teacher."

Motion: Gurmilan Second: I. Lopez Vote: 5-0

13.4 RESOLUTION NO. 21/22-0035 - CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK (Olea)

The Board adopted Resolution No. 21/22-0035 recognizing the week of May 15-21, 2022, as "Classified and Confidential School Employee Week."

Motion: Martinez Second: I. Lopez Vote: 5-0

13.5 RESOLUTION NO. 21/22-0031 TO AUTHORIZE THE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FISCAL YEAR 2022-23, THE CONTINUING FUNDING APPLICATION AND ALL RELATED CONTRACT DOCUMENTS FOR THE CALIFORNIA

STATE PRESCHOOL PROGRAM (CSPP) (González/Reed)
The Board adopted Resolution No. 21/22-0031.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

13.6 RESOLUTION NO. 21/22-0032 CALSHAPE PROGRAM GRANT ACCEPTANCE AND AGREEMENT WITH CALIFORNIA ENERGY COMMISSION (Adrianzen/Azevedo)

The Board adopted Resolution No. 21/22-0032 and approved the agreement with the California Energy Commission for the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program grant award acceptance of \$307,002.75.

Motion: I. Lopez Second: Martinez Vote: 5-0

13.7 AMEND COVID PREVENTION PLAN (CPP) REGARDING INDOOR MASKING (Farkas)

The Board authorized an amendment to the COVID Prevention Plan to allow for optional indoor masking effective on a select date in May 2022. This revision to CPP will be after collaboration with labor partners and in accordance with the California Department of Public Health and local health department guidelines for schools. Current local COVID data indicates a significant reduction in COVID case rates and positivity within our school district's San Ysidro and Otay Mesa regions.

Motion: Gurmilan Second: I. Lopez Vote: 5-0

13.8 AB1200 AND COLLECTIVE BARGAINING TENTATIVE AGREEMENT WITH THE SAN YSIDRO EDUCATION ASSOCIATION (Adrianzen/Olea)

The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and approval of the Collective Bargaining Tentative Agreement with San Ysidro Education Association (SYEA) in reference to Article 18 – Compensation and Fringe Benefits to provide a certificated salary schedule increase and health & welfare benefits.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

13.9 AB1200 FOR MANAGEMENT AND CONFIDENTIAL STAFF (Adrianzen) - *Tabled*

Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education to provide a salary schedule increase and health & welfare benefits to certificated/classified management and classified confidential groups.

Motion: _____ Second: _____ Vote: _____

13.10 OPEN PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION'S (SYEA) INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR REOPENERS (Olea)

The Board opened the Public Hearing for the San Ysidro Education Association (SYEA) to open Articles 9 and 18 with the San Ysidro School District for reopener negotiations.

There were no public comments.

Motion: I. Lopez Second: Martinez Vote: 5-0

13.11 CLOSE PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION'S (SYEA) INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR REOPENERS (Olea)

The Board closed the Public Hearing for the San Ysidro Education Association (SYEA) to open Articles 9 and 18 with the San Ysidro School District for reopener negotiations.

Motion: Gurmilan Second: I. Lopez Vote: 5-0

13.12 2022-2023 STUDENT CALENDAR (Olea)

The Board approved the 2022-2023 Student Calendar.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.13 2022-2023 CLASSIFIED EMPLOYEE 10 MONTH (209 DAYS) WORK CALENDAR (Olea)

The Board approved the 2022-2023 Classified Employee 10 Month (209 days) Work Calendar.

Motion: Pallasigue Second: I. Lopez Vote: 5-0

13.14 2022-2023 CLASSIFIED EMPLOYEE 10 MONTH (213 DAYS) WORK CALENDAR (Olea)

The Board approved the 2022-2023 Classified Employee 10 Month (213 days) Work Calendar.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.15 2022-2023 CLASSIFIED EMPLOYEE 11 MONTH WORK CALENDAR (Olea)

The Board approved the 2022-2023 Classified Employee 11 Month Work Calendar.

Motion: Pallasigue Second: Martinez Vote: 5-0

13.16 2022-2023 CLASSIFIED EMPLOYEE 12 MONTH WORK CALENDAR (Olea)

The Board approved the 2022-2023 Classified Employee 12 Month Work Calendar.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.17 2022-2023 TEACHER WORK CALENDAR (Olea)

The Board approved the 2022-2023 Teacher Work Calendar.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

13.18 2022-2023 COUNSELORS WORK CALENDAR (Olea)

The Board approved the 2022-2023 Counselors Work Calendar.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

13.19 2022-2023 PSYCHOLOGISTS WORK CALENDAR (Olea)

The Board approved the 2022-2023 Psychologists Work Calendar.

Motion: Gurmilan Second: I. Lopez Vote: 5-0

13.20 2022-2023 SOCIAL WORKERS/LANGUAGE, SPEECH & HEARING SPECIALISTS WORK CALENDAR (Olea)

The Board approved the 2022-2023 Social Workers/Language, Speech & Hearing Specialists Work Calendar.

Motion: Pallasigue Second: Martinez Vote: 5-0

13.21 2022-2023 PRINCIPAL/ASSISTANT PRINCIPAL WORK CALENDAR (Olea)

The Board approved the 2022-2023 Principal/Assistant Principal Work Calendar.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

13.22 2022-2023 CERTIFICATED DIRECTORS/COORDINATORS WORK CALENDAR (Olea)

The Board approved the 2022-2023 Certificated Directors/Coordinators Work Calendar.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.23 2022-2023 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR (Olea)

The Board approved the 2022-2023 Classified Management & Confidential Work Calendar.

Motion: I. Lopez Second: Pallasigue Vote: 5-0

13.24 2022-2023 CERTIFICATED CABINET WORK CALENDAR (Olea)

The Board approved the 2022-2023 Certificated Cabinet Work Calendar.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

13.25 DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS (Olea)

The Board approved the 'Declaration of Need' for Fully Qualified Educators, in specific areas which are difficult to fill for the 2022-2023 school year.

Motion: I. Lopez Second: Gurmilan Vote: 5-0

13.26 OPEN PUBLIC HEARING FOR THE RECONFIGURATION OF VISTA DEL MAR MIDDLE SCHOOL TO INCLUDE 6TH GRADE FOR THE 2022-2023 SCHOOL YEAR (Farkas)

The Board opened the Public Hearing for the Reconfiguration of Vista Del Mar Middle School to include 6th grade for the 2022-2023 school year.

There were no public comments:

Motion: Pallasigue Second: Martinez Vote: 5-0

13.27 CLOSE PUBLIC HEARING FOR THE RECONFIGURATION OF VISTA DEL MAR MIDDLE SCHOOL TO INCLUDE 6TH GRADE FOR THE 2022-2023 SCHOOL YEAR (Farkas)

The Board closed the Public Hearing for the Reconfiguration of Vista Del Mar Middle School to include 6th grade for the 2022-2023 school year.

Motion: Pallasigue Second: Martinez Vote: 5-0

13.28 ANNUAL FINANCIAL AUDIT REPORT FOR 2020-21 (Adrianzen)

The Board approved the 2020-21 Annual Financial Audit Report. *A representative from Wilkinson, Hadley, King & Co., LLP was present to answer questions on this item.*

Motion: Pallasigue Second: I. Lopez Vote: 5-0

13.29 FACILITIES CAPACITY REPORT FOR 2021-22 (Adrianzen)

Information only.

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Items 14C.2 and 14C.3 for discussion and to be voted on separately.

Motion: Martinez Second: Pallasigue Vote: 5-0

14A. PERSONNEL – CLASSIFIED

RESIGNATION (Olea)

The Board approved/ratified the resignation for the following as recommended by staff:

- 14A.1** Custodian

LEAVE OF ABSENCE (Olea)

The Board denied the leave of absence without pay for the following as recommended by staff:

- 14A.2** Instructional Aide, Special Education

EMPLOYMENT (Olea)

The Board approved/ratified the employment for the following as recommended by staff:

- 14A.3** Campus Aide
14A.4 Instructional Health Care Assistant - *Pulled*
14A.5 Lead Child Nutrition Specialist
14A.6 Substitute Clerks

14B. PERSONNEL – CERTIFICATED

LEAVE OF ABSENCE (Olea)

The Board approved the leave of absence without pay for the following as recommended by staff:

- 14B.1** Science/Physical Education Enrichment Teacher

RESIGNATION (Olea)

The Board approved the resignation for the following as recommended by staff:

- 14B.2** Classroom Teacher K-6

RETIREMENT (Olea)

The Board approved/ratified the retirement for the following as recommended by staff:

- 14B.3** School Counselor

RECRUITMENT (Olea)

The Board approved to establish recruitment for the following as recommended by staff:

- 14B.4** Science/Physical Education Enrichment Teachers
14B.5 Temporary Science/Physical Education Enrichment Teachers

EMPLOYMENT (Olea)

The Board approved/ratified the employment for the following as recommended by staff:

- 14B.6** Temporary Classroom Teacher K-6
14B.7 Substitute Counselor
14B.8 Substitute Permit Teacher
14B.9 Substitute Teachers

14C. PERSONNEL – MANAGEMENT

RECLASSIFICATION (Olea)

The Board approved/ratified the reclassification for the following as recommended by staff:

- 14C.1** Student & Family Services Manager

EMPLOYMENT (Olea)

The Board approved the employment for the following as recommended by staff:

14C.2 Assistant Principal - *Pulled*

Motion: Martinez Second: Gurmilan Vote: 5-0

14C.3 Director of Educational Services - *Pulled*

Motion: Martinez Second: Pallasigue Vote: 5-0

RECRUITMENT (Olea)

The Board approved the recruitment for the following as recommended by staff:

14C.4 Substitute Administrator**14D. CURRICULUM & INSTRUCTION****14D.1 FIRST ANNUAL SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) FAIR (González)**

The Board approved the first Annual Science, Technology, Engineering and Mathematics (STEM) Fair scheduled for May 13, 2022, at the cost not to exceed \$5,000.00 from the Title IV Fund.

14D.2 STUDENT PARTICIPATION IN THE COLLEGE FOR KIDS SUMMER PROGRAM FROM SOUTHWESTERN COLLEGE'S Y.E.S. ACADEMY (González)

The Board approved the participation of approximately sixty Gifted and Talented students in grades 6th–8th at the College for Kids Summer Program from Southwestern College's Y.E.S. Academy at the total cost of \$23,000.00 from the Supplemental and Concentration fund.

14D.3 PROFESSIONAL DEVELOPMENTS - APRIL (González)

The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

14E. BUSINESS**14E.1 PURCHASING REPORT (Adrianzen)**

The Board approved/ratified the following purchase orders incurred by the District during the period February 28, 2022 through April 5, 2022. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

14E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of March 1, 2022 through March 31, 2022 for a total expenditure of \$1,276,188.52. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

14E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

14E.4 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$1,860.00 to help support and enrich our educational programs.

14E.5 THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM’S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2021-22 (Adrianzen)

The Board accepted the Report of William’s Settlement related complaints for the third quarter from January 1, 2022 to March 31, 2022 of the 2021-22 school year for submission to the San Diego County Office of Education.

14E.6 MASTER AGREEMENT WITH PBK FOR ARCHITECTURAL AND ENGINEERING SERVICES (Adrianzen/Azevedo)

The Board approved the Master Agreement with PBK to provide Architectural and Engineering Services related to work associated with various District projects outlined in the 2021 Long Range Master Facilities Plan and other special projects.

14E.7 MASTER SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES (Adrianzen/Azevedo)

The Board approved the Master Service Agreement and Task Order No. 1 with B.R. Building Resources to provide energy program implementation services as indicated in the CalSHAPE Grant Award Agreements.

14E.8 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (González)

The Board approved/ratified the agreement with San Diego County Superintendent of Schools and the acceptance of sub-grant funds in the amount of \$75,000.00 for the implementation of the Comprehensive K-12 Health Education Program.

14E.9 MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2021-2022 (González)

The Board approved/ratified the agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award in the amended amount of \$1,055,308.99 for all school sites during the school year 2021-2022.

14E.10 AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR INTERN CREDENTIAL PROGRAMS (Olea)

The Board approved the agreement with the San Diego County Office of Education (SDCOE) for the purpose of providing employment to individuals on the basis of an intern credential.

14E.11 AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION FOR 2022-2023 SCHOOL YEAR (González/Madera)

The Board approved the agreement with Orange County Superintendent of Schools for 2022-23 School-Based Medi-Cal Administrative Activities at a cost of 4.5% from claims paid by the Department of Health Care Services, and pay \$0.67/participant during the first quarter (July - September), and \$1.34/participant for the three remaining quarters (October – June) from using State RMTS software, from the School-Based Medi-Cal Administrative Activities (SMAA) fund.

14E.12 AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP - ELEMENTARY SCHOOLS (González)

The Board approved the 3-year agreement with the San Diego County Office of Education for our Elementary Schools’ sixth grade students to attend the Cuyamaca Camp at an estimated annual cost of \$108,636.50 from student fees, school fundraisers and Supplemental & Concentration funds. The contract allows for flexibility in the case of limitations or discontinuation for the program in the 2022-23 school year.

14E.13 AWARD RFP NO. 21/22-002 AND AGREEMENT WITH COLBI TECHNOLOGIES, INC.

(Adrianzen/Azevedo)

The Board awarded RFP No. 21/22-002 and approved the Agreement with Colbi Technologies Inc. to provide a Financial Management and Bond Accounting Software and support services in the estimated amount of \$58,000.00 from the General Obligation Bonds.

Board Member Gurmilan made a motion to recess to Closed Session, seconded by Board Clerk I. Lopez. The vote was 5-0.

Board President Rudy Lopez left the meeting at 7:30 p.m.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:30 p.m. in accordance with section 54954.5 regarding:**5.1 GOVERNMENT CODE SECTION 54957.6 (Olea)****CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Linda Olea, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.2 GOVERNMENT CODE SECTION 54957 (Olea)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)

Name of Case: Erika Meza v. San Ysidro School District; Case Number: 37-2019-00053602

5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 3

5.5 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (J. Sanchez)

Government Code Section 54957

Title: Superintendent

5.6 GOVERNMENT CODE SECTION 54957.6 (J. Sanchez)**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Board President, Rudy Lopez, Legal Counsel, Joseph Sanchez

Unrepresented Employee: Superintendent

RECONVENED into OPEN SESSION at 7:46 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took no action in Closed Session.

Board Clerk I. Lopez made a motion to adjourn, seconded by Board Member Martinez. The vote was 4-0.

15. ADJOURNMENT

Time: 7:46 p.m.

April 14, 2022

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Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
VIA: Gina A. Potter, Ed.D.
Superintendent

BOARD MEETING DATE: May 19, 2022

FROM:
Administration ☐ Informational
Gina A. Potter, Ed.D., Superintendent ☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0037 - CONTINUING GOVERNING BOARD AUTHORITY TO
HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

BACKGROUND INFORMATION:

Executive Order N-29-20 expired Sept. 30, 2021. Legislative bodies will be required to hold public meetings in full compliance with the Brown Act, particularly Brown Act teleconferencing requirements that have been waived throughout the pandemic.

With the enactment of AB 361 signed on Sept. 16, 2021, Government Code section 54953 has been amended to provide additional flexibility for legislative bodies to meet remotely. Effective October 1, 2021, in order for a legislative body to consider the option of meeting remotely and waiving the traditional teleconference requirements found in the Brown Act, the legislative body must first determine whether an active state of emergency exists that makes meeting in-person unsafe. If a state of emergency of this nature exists, then the legislative body may hold a remote meeting if any of the following circumstances are true:

- State or local officials have imposed or recommended measures to promote social distancing; or
- The legislative body is holding a meeting to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- Any meeting thereafter the legislative body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for a legislative body to continue holding meetings remotely, after October 1, 2021, the state of emergency must remain active, or state or local officials continue to impose or recommend measures to promote social distancing. Furthermore, the legislative body must meet no later than 30 days following its first remote meeting held pursuant to AB 361, and no later than every 30 days thereafter, to reconsider the circumstances of the emergency and confirm, by majority vote, that either of the following circumstances exist:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or
- State or local officials continue to impose or recommend social distancing measures.

A legislative body is required to place an item on their meeting agenda once every 30 days to make findings and vote on the circumstances of the emergency and/or other state or local health and safety measures to continue waiving the traditional Brown Act teleconferencing requirements.

The legislature's intent behind passing AB 361, as described in the bill itself, is "to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options."

AB 361 will expire January 1, 2024.

The following Resolutions have been approved Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361:

October 21, 2021 - Resolution No. 21/22-0017	November 18, 2021 - Resolution 21/22-0018	December 10, 2021 - Resolution No. 21/22-0021	January 27, 2022 - Regular Board Meeting - Resolution No. 2/22-0022	February 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0024	March 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0026	April 14, 2022 - Regular Board Meeting - Resolution No. 21/22-0030

Resolution No. 21/22-0037 extends and continues giving the Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 as it is required to be board approved on a monthly basis.

RECOMMENDATION:

Approve Resolution No. 21/22-0037 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

RESOLUTION NO. 21/22-0037

**Resolution Continuing Governing Board Authority to
Hold Virtual Meetings Pursuant to AB 361**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Governing Board of San Ysidro School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

RESOLUTION NO. 21/22-0037

BE IT FURTHER RESOLVED, the Governing Board of San Ysidro School District finds that due to the state of emergency, meeting in person at Board meetings any and at all district committees that conduct meetings pursuant to the Brown Act, would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

PASSED AND ADOPTED by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on May 19, 2022.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

Board President, Rudy Lopez

Board Vice-President, Rosaleah Pallasigue

Board Clerk, Irene Lopez

Member, Humberto Gurmilan

Member, Antonio Martinez

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: REVISED 2022 GOVERNING BOARD MEETING SCHEDULE

BACKGROUND INFORMATION:

Per Education Code Section 35140, the Governing Board approved the 2022 board meeting schedule on December 10, 2021. The October 2022 regular board meeting was scheduled for October 13, 2022. The revised board meeting schedule includes the change of the October 13, 2022, organizational meeting to October 20, 2022.

RECOMMENDATION:

Approve the revised 2022 Governing Board Meeting Schedule. This revision includes the change of the October 13, 2022 Regular Board Meeting to October 20, 2022.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☐ New ☐ Amendment ☐ Ratify ☒ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Revised



San Ysidro

School District

EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Governing Board Meeting Schedule January–December 2022 5:00 p.m.

January 27, 2022	Vista Del Mar Middle School
February 10, 2022	Sunset School
March 10, 2022	Smythe School
April 14, 2022	San Ysidro Middle School
May 19, 2022	La Mirada School
June 9, 2022	Ocean View Hills School
June 23, 2022	Education Center
July 14, 2022	Education Center
August 11, 2022	Education Center
September 8, 2022	Vista Del Mar Middle School
~~October 13, 2022~~ October 30, 2022	Smythe School
November 10, 2022	Willow School
December 12, 2022	San Ysidro Middle School

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 21/22-0036
ADOPTING A FEE JUSTIFICATION STUDY AND APPROVING THE LEVY OF
INCREASED STATUTORY SCHOOL FEES ON NEW RESIDENTIAL AND
COMMERCIAL/ INDUSTRIAL DEVELOPMENT

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17620 and Government Code Section 65995, et seq., the District is required to adopt a school fee justification study(ies) ("Fee Study") in order to justify the levy of statutory school fees on new residential and/or commercial/industrial developments. The maximum allowable statutory school fees are adjusted every two years by the State Allocation Board in January. The Fee Study, prepared by the California Financial Services, demonstrates that the District may impose the increased statutory school fees (maximum allowable due to the District's fee sharing agreement with Sweetwater Union High School District) in the amount of \$2.92 per square foot for new residential development and \$0.48 per square foot for new commercial/residential development. The funds generated are for the Community Facilities District to be used on capital facility improvements.

Prior to adopting the Fee Study and approving the fee increase, the Governing Board ("Board") agendized a public hearing for the proposed Fee Study and fee increase at a regularly scheduled public meeting and will respond to any comments it receives. Two Notices of Public Hearing were published in the Daily Transcript on May 9th and May 13th 2022. The District's Fee Study was made available for public review as required by law for the adoption of the increased statutory school fees.

RECOMMENDATION:

Open/Close public hearing and adopt Resolution No. 21/22-0036.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

RESOLUTION NO. 21/22-0036

**A RESOLUTION OF THE GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT
ADOPTING A FEE JUSTIFICATION STUDY AND APPROVING THE LEVY OF
INCREASED STATUTORY SCHOOL FEES ON NEW RESIDENTIAL AND
COMMERCIAL/INDUSTRIAL DEVELOPMENT PURSUANT TO EDUCATION CODE
SECTION 17620 AND GOVERNMENT CODE SECTION 65995**

WHEREAS, the Governing Board ("Board") of the San Ysidro School District ("District") provides for the educational needs for students in grades K-8 within the City of San Diego ("City"), as well as the unincorporated areas of San Diego County ("County"); and

WHEREAS, Education Code Section 17620 et seq. and Government Code Section 65995 authorize the governing board of any school district within the State of California ("State") to levy a fee against new residential, commercial and industrial development projects within the school district for the purpose of funding the construction and reconstruction of school facilities; and

WHEREAS, the Board has previously adopted and imposed statutory school fees on new residential and commercial/industrial development pursuant to Education Code Sections 17620 ("Statutory School Fees"); and

WHEREAS, pursuant to Government Code Section 65995(b)(3), the State Allocation Board, at its February 23, 2022 meeting, set the maximum amount of the Statutory School Fees to \$4.79 per square foot of new residential development and \$.78 per square foot of new commercial/industrial development as provided in Government Code Section 65995(b)(1) and (2); and

WHEREAS, the Board has determined that the school facilities of the District continue to operate at overcapacity and that the educational programs are seriously impacted by the increasing student population caused by new residential and commercial/industrial development within the boundaries of District; and

WHEREAS, new development continues to generate additional students for the District's schools and the District is required to accommodate such students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of school facilities, including acquisition of school sites, construction of permanent

school facilities, and interim school facilities to accommodate students generated from new development; and

WHEREAS, the Board has reviewed, considered, and based its findings on the school fee justification report prepared by *KeyAnalytics*, a division of California Financial Services(the “Report”), which analyzes the District's current school facilities, the estimated number of students which will be generated by new residential and commercial/industrial development within the District, and the estimated costs which will be required to construct permanent school facilities to accommodate the students generated by such new development; and

WHEREAS, the findings in the Report demonstrates that the estimated costs of providing school facilities for students generated by new development will exceed the maximum amount of revenue which will be collected from increased Statutory School Fees levied pursuant to Education Code Sections 17620 et seq., and Government Code Section 65995; and

WHEREAS, the Report justifies the District's imposition of the increased Statutory School Fees on new residential and commercial/industrial construction as set forth in this Resolution by analyzing specific categories of commercial/industrial development which were determined to impact the District's school facilities based upon the square footage of the construction, the anticipated number of employees and the number of new students generated by such employees; and

WHEREAS, this Board deems it to be necessary, desirable and in the best interest of the students, teachers, parents and electorate of the District that the Statutory School Fees levied by the District under Education Code Sections 17620, and Government Code Section 65995 be levied in the maximum amount possible, 61% of the current maximum set by the State Allocation Board, which is \$2.92 per square foot of new residential development and \$0.48 per square foot of new commercial/industrial development (\$0.11 per square foot for new self-storage); and

WHEREAS, the Statutory School Fees levied against new residential and commercial/industrial development will be used to finance school facilities necessary to accommodate students generated from such new development, including but not limited to, acquisition of new school sites, remodeling of existing school facilities, acquiring and installing additional portable classrooms and related facilities in accordance with Education Code Section 17620; and

WHEREAS, the Report has been reviewed by the Board and District staff in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, no city or county may issue a building permit for any new residential, commercial or industrial development within the District absent a certification by the District of compliance by the owner/developer with the requirements regarding school facilities fees as set forth in Education Code Section 17620 et seq., and Government Code Section 65995; and

WHEREAS, the appropriate land use jurisdictions will be notified of the adoption of the Study and the increased Statutory School Fees levied by the District; and

WHEREAS, the District (1) has made available to the public, at least ten (10) days prior to its public meeting, the Report and data indicating the estimated cost required to provide the service for which the increased Statutory School Fees are levied and the revenue sources anticipated to provide the service as demonstrated in the Report; (2) has mailed notice at least fourteen (14) days prior to this meeting to all interested parties who have requested in writing notice of adoption of a fee justification study for the levy of Statutory School Fees pursuant to Government Code Section 65995; and (3) has held a duly noticed, regularly scheduled public meeting at which oral and written testimony was received regarding the Report and the proposed increase in Statutory School Fees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT AS FOLLOWS:

Section 1. The Board has reviewed the Report and hereby adopts and approves the Study and the findings contained therein.

Section 2. The Board approves the imposition and increase of Statutory School Fees to be levied against all new development at the rate of 61% of the current maximum statutory amount which is \$2.92 per square foot of new residential development and \$0.48 per square foot of new commercial/industrial development (\$0.11 per square foot for new self-storage), as provided in Government Code Section 65995(b) (1) and (2).

Section 3. The Board has reviewed the Report and finds, based upon the Report, information and testimony presented in conjunction therein, as follows:

Section 4. New residential and commercial/industrial development will result in a substantial increase in student enrollment which will require the District to provide additional school facilities to accommodate new growth, and therefore a reasonable relationship exists between the District's Statutory School Fees, which are necessary to fund the construction and reconstruction of school facilities to accommodate such new growth, and the types of development on which the Statutory School Fees will be imposed.

Section 5. New residential and commercial/industrial development will result in a substantial increase in student enrollment which will require the District to provide additional school facilities and therefore a reasonable relationship exists between the District's need for new and reconstructed school facilities and the types of development on which the Statutory School Fees will be imposed.

Section 6. Statutory School Fees levied on new residential and commercial/industrial development will be used to finance school facilities necessary to serve students generated from such development.

Section 7. The Board finds that a separate account has been established for the deposit of Statutory School Fees imposed on new residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the District.

Section 8. The Board finds that the funds of the account, described in Section 4, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those school facilities necessitated by new residential and commercial/industrial development, and that, these funds may be expended for those purposes. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the Statutory School Fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 9. The Board hereby establishes a process that provides the party against whom the commercial/industrial Statutory School Fees are imposed an opportunity for a hearing to appeal the imposition of Statutory School Fees on a commercial/industrial development project as required by Education Code Section 17621(e)(2). The appeal process is as follows:

Section 10. Within ten (10) calendar days of being notified, in writing, by personal delivery or deposit in the U.S. Mail, of the commercial/industrial Statutory School Fees to be imposed on a particular commercial/industrial project, or within ten (10) calendar days of paying the commercial/industrial Statutory School Fees pursuant to Education Code Section 17620(a)(1)(A), a party shall file a written appeal with the District's Assistant Superintendent of Business Services ("District Representative") regarding the imposition of commercial/industrial Statutory School Fees. The party shall state in the written appeal the grounds for opposing the imposition of commercial/industrial Statutory School Fees and the written appeal shall be served by personal delivery or certified or registered mail to the District Representative.

Section 11. The possible grounds for an appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or student generation factors utilized under the applicable category are inaccurate as applied to the project.

Section 12. The District Representative, or his/her designee, shall render a written decision within thirty (30) calendar days following the receipt of the written appeal unless an extension is agreed to by both parties. The District Representative, or his/her designee, shall deliver the written decision by certified or registered mail to the last known address of the party.

Section 13. The party against whom the commercial/industrial Statutory School Fees are imposed may appeal the District Representative's decision to the Board. Any appeal to the Board must be filed within ten (10) calendar days of receipt of the District Representative's written decision.

Section 14. The party appealing the District Representative's decision to the Board, shall state in the written appeal to the Board the grounds for opposing the District Representative's

decision. The written appeal shall be served by personal delivery or certified or registered mail to the President of the Board.

Section 15. The possible grounds for an appeal of the District Representative's decision to the Board include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or student generation factors utilized under the applicable category are inaccurate as applied to the project.

Section 16. Within ten (10) calendar days of receipt of the written appeal of the District Representative's decision to the Board regarding the imposition of commercial/industrial Statutory School Fees, the Board Secretary or his designee, shall give notice in writing of the date, place and time of the hearing before the Board, to the party appealing the District Representative's decision. The Board shall notice and conduct said hearing at the next available regular or special meeting of the Board, provided that the appealing party is given notice at least five (5) calendar days prior to the meeting of the Board. The Board shall render a written decision on the appeal within thirty (30) calendar days following the Board's hearing on the party's appeal, and serve the Board's decision by certified or registered mail to the last known address of the appealing party.

Section 17. The party appealing the imposition of the commercial/ industrial Statutory School Fees shall bear the burden of establishing that the commercial/industrial Statutory School Fees are improper.

Section 18. No statement or provision set forth in this Resolution, or referred to herein shall be construed to repeal any preexisting fee previously imposed by the District on any residential or nonresidential development.

Section 19. The Board finds and determines that the adoption or imposition of Statutory School Fees in accordance with Government Code Section 65995 is statutorily exempt from CEQA pursuant to Code Section 17621(a).

Section 20. District staff is directed to file a Notice of Exemption with the San Diego County Clerk's Office.

Section 21. District staff is hereby instructed to work with the appropriate land use jurisdictions to ensure compliance with Education Code Section 17620(b), which provides that no city or county may issue a building permit for any development project within the District without certification by the District of compliance by that development project with the school facilities fee requirements of this Resolution. The Board determines that Statutory School Fees are not subject to Government Code Section 66007, and that a Certificate of Compliance is required, prior to the issuance of any building permit.

Section 22. District staff is hereby instructed to transmit certified copies of this Resolution, accompanied by all relevant supporting documentation including the Study and a map of the boundary area of the District subject to the Statutory School Fees, to all appropriate land use jurisdictions issuing building permits within the District, informing each of them of the District's current school facilities fee for development projects.

Section 23. The Statutory School Fees designated herein shall take effect sixty (60) days from the date of this Resolution.

PASSED AND ADOPTED this 19TH day of May 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

Rodolfo Lopez
President of the Governing Board
San Ysidro School District

ATTEST:

Irene Lopez
Clerk of the Governing Board
San Ysidro School District



School Facilities Fee Justification Report

Prepared Pursuant to Government Code Section 66001

Approved on May 19, 2022

San Ysidro School District

2022



A division of California Financial Services

12.4, 12.5 & 12.6

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Exhibit A: Estimated School Facilities Cost

I. Introduction

In 1986, the Governor signed into law Assembly Bill (“AB”) 2926. AB 2926 provided for the addition of several sections to the Government Code establishing the ability of school districts to impose impact fees on new residential development (“Future Residential Development”) and commercial/industrial development (“Future Commercial/Industrial Development”) for the construction or reconstruction of school facilities (“School Fees”).

AB 2926 also established cities or counties may not issue a building permit for a development project unless such School Fees have been paid and set the maximum level of School Fees at \$1.50 per square foot for residential development and \$0.25 per square foot for commercial/industrial development. Initially these maximums were subject to increase each year based on a statewide cost index, as determined by the State Allocation Board (“SAB”); however, the adjustment provisions were subsequently extended to every other year by AB 181. Pursuant to AB 2926 a school district wishing to impose School Fees must determine that the School Fees “are reasonably related and limited to the need for school facilities caused by the development”.

In 1987 AB 1600 was enacted providing additional guidance regarding the establishment of School Fees. Specifically, AB 1600 requires that public agencies satisfy the following requirements when establishing and imposing an impact fee as a condition of approval for a development project:

- Determine the purpose of the fee;
- Identify the facilities to which the fee will be applied;
- Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed;
- Determine that there is a reasonable relationship between the amount of the fee and the public facility of portion of the facility attributable to the development on which the fee is imposed; and

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- Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the school district's accounts five (5) or more years after it was collected.

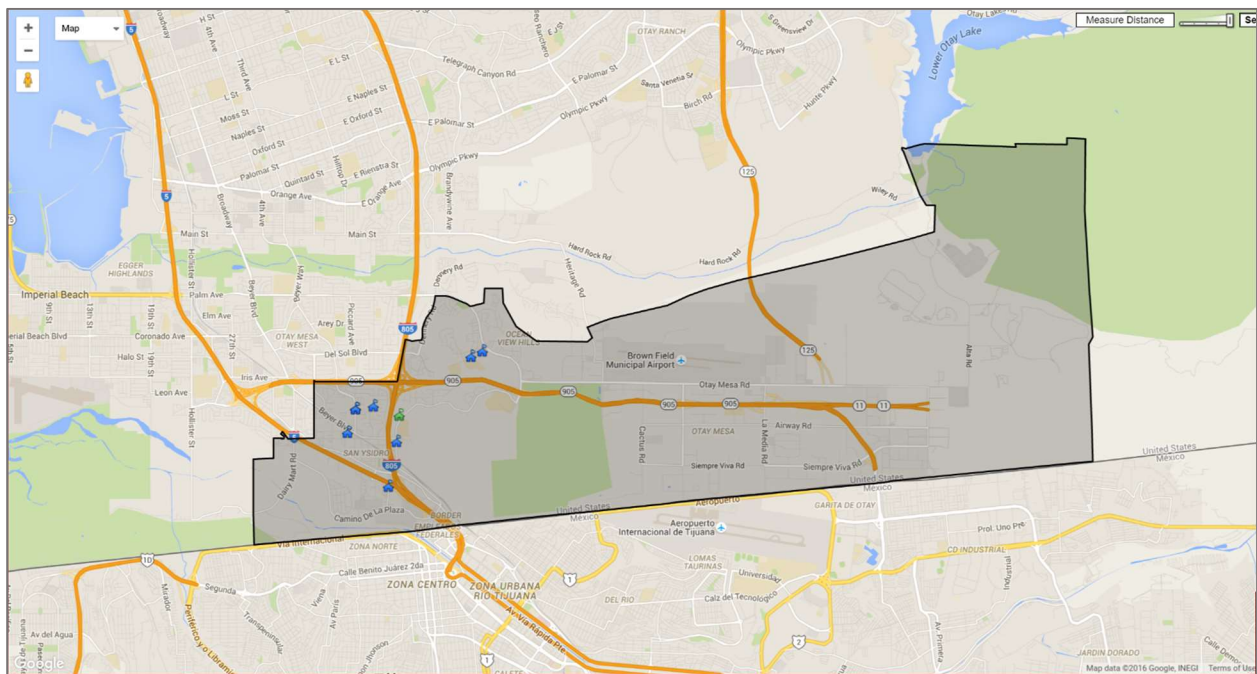
The purpose of this School Facilities Fee Justification Report (the "Report") is to provide the information necessary to satisfy these requirements for the imposition of School Fees, pursuant to AB 2926, by the San Ysidro School District (the "District").

II. The School District

The District serves Preschool through 8th grade students in the southern most portion of the County of San Diego (“County”). The community of San Ysidro is located 15 miles south of downtown San Diego and lies adjacent to the United States-Mexico International Border. Often described as “The Gateway to Mexico,” San Ysidro attracts a tremendous number of tourists annually, making it the busiest border crossing in the world.

The District has a student population of approximately 4,300 students in grades Kindergarten through 8th. Currently, the District operates seven (7) schools.

**San Ysidro School District
Boundary Map**



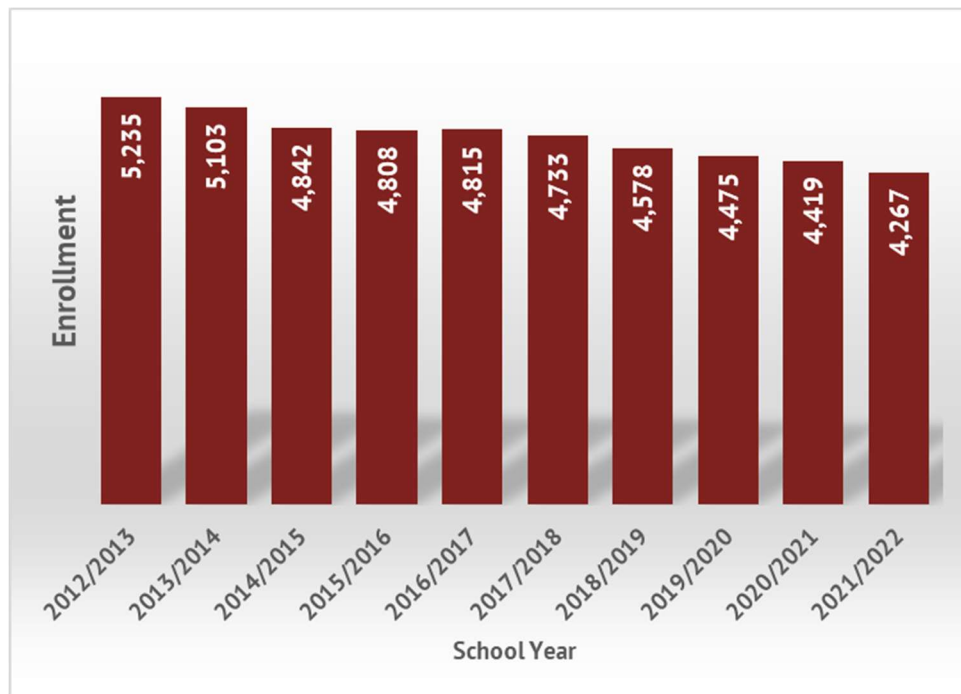
III. District Facilities Needs

In order to identify the impact of Future Residential Development on the facilities of the District this Report (i) evaluates the District's current and projected enrollment, (ii) establishes the capacity of the District's existing facilities and (ii) identifies a plan to meet the District's facility needs.

A. Enrollment

1. Historical Enrollment – This Report uses the California Basic Educational Data Systems (CBEDS) to identify the District's enrollment over the past ten (10) years. Over the last ten (10) years the District has experienced slight declines in enrollment which has been exasperated in recent years by COVID-19. However, based on planned residential development, the District expects to experience significant future enrollment growth. Chart 1 shows the historical enrollment during this period.

Chart 1
Historical Enrollment Trend



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2. Enrollment as a Result of Future Residential Development –

- a. Future Residential Development** - To evaluate the enrollment expected as a result of Future Residential Development, this Report must first determine the number of units that are expected to be constructed within the District’s boundaries.

According to San Diego Association of Governments (“SANDAG”), a total of 12,908 residential units are expected to be built within the boundaries of the District (“Future Units”) by 2050. Of these 12,908 Future Units, 256 have already mitigated their impact on the District through participation in one of the three (3) Community Facilities Districts located throughout the District (“Mitigated Future Units”). For the purpose of identifying the appropriate level of School Fees, this Report only includes the impact of Future Units subject to School Fees (“Non-Mitigated Future Units”). Table 1 outlines the Future Residential Development.

Table 1
Future Residential Development

Land Use	Mitigated Future Units	Non-Mitigated Future Units	Total Future Units ¹
Single Family Detached (SFD)	0	2,830	2,830
Single Family Attached (SFA)	256	765	1,021
Multi-Family Attached (MFA)	0	9,057	9,057
Total	256	12,652	12,908

¹ Source: SANDAG Series 2018 Regional Growth Forecast; SANDAG did not compile information for Single Family Attached Units. Based on the definitions used by SANDAG, a Single Family Attached Unit would be included in the Multifamily category.

- b. Reconstruction** - Reconstruction means the voluntary demolition of existing residential dwelling units or commercial/industrial construction and the subsequent construction of new residential dwelling units (“Reconstruction”).

The District acknowledges that Reconstruction projects may occur. In such a situation, the District shall levy School Fees if

there is a nexus established between the impact of the new residential dwelling units in terms of a net increase in students generated and the fee to be imposed. In other words, the School Fees must bear a nexus to the burden caused by the Reconstruction project.

- i. **Existing Residential Dwelling Units** - To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the District to provide school facilities for new student enrollment.

As of the date of this Report, the large-scale Reconstruction of residential development within the District has not occurred to the point where statistically significant data can be utilized to determine if Replacement Square Footage increases student enrollment. Therefore, prior to the imposition of School Fees on Replacement Square Footage, the District may undertake an analysis on any future proposed project(s) and may amend/update this Report. Such analysis will examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in student generation rates as identified in the Report for the applicable unit types between existing square footage and Replacement Square Footage. To the extent it can be demonstrated that Replacement Square Footage will increase student enrollment, the District may then impose a fee on the Replacement Square Footage.

This fee amount on Replacement Square Footage shall be calculated by determining the cost impacts associated with any growth in student enrollment from the Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

- ii. **Existing Commercial/Industrial Construction** - As with Reconstruction of existing residential dwelling units, there is not significant information regarding (i) the amount of Commercial/Industrial Reconstruction planned within the District over the next five years or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

The fee credit determination will be based upon a comparison of the impacts of the planned residential project and the existing land use category (i.e. retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, hotel/motel or self storage). The actual impacts of the planned residential project (taken from Table 11) will be reduced by the impact of the existing commercial/industrial category (derived from calculations contained in this Report). Any reduction to the School Fee would only occur if the reduced amount falls below the School Fee. In such a case, the District would levy the reduced amount per square foot of new residential construction for the subject Reconstruction project.

- c. **Student Generation Factors** - To estimate the impact on the District's enrollment of Non-Mitigated Future Units, Student Generation Factors ("SGFs") must be established. *KeyAnalytics*, a division of California Financial Services ("*KeyAnalytics*") calculated SGFs for each of the following land use categories:

- **Single Family Detached (“SFD”)** – Units are stand-alone structures on their own lot with a unique Assessor’s parcel number.
- **Single Family Attached (“SFA”)** – Units share common walls, usually on both sides of the property, where each is assigned a unique Assessor’s parcel number (e.g. townhomes, condominiums, duplexes).
- **Multi-Family Attached (“MFA”)** – Units share common walls in a building or structure designed to house several families in separate housing units.

The process of determining SGFs involved cross-referencing the District’s enrollment data against the County Assessor residential data. Sorting and extracting the County Assessor records by land use, *KeyAnalytics* developed a database of residential units. This database was then compared with the District’s student enrollment database to identify address matches. Table 2 outlines the results of this analysis.

Table 2A
Student Generation Factors
Single Family Detached Units (SFD)

School Level	Students Matched	Single Family Detached Units	Student Generation Factors
Elementary School (Grades K-6)	930	3,211	0.2896
Middle School (Grades 7-8)	265	3,211	0.0825
Total	1,195	NA	0.3721

Table 2B
Student Generation Factors
Single Family Attached Units (SFA)

School Level	Students Matched	Single Family Attached Units	Student Generation Factors
Elementary School (Grades K-6)	391	1,908	0.2049
Middle School (Grades 7-8)	106	1,908	0.0556
Total	497	NA	0.2605

Table 2C
Student Generation Factors
Multi-Family Attached Units (MFA)

School Level	Students Matched	Multi-Family Attached Units	Student Generation Factors
Elementary School (Grades K-6)	1,733	4,624	0.3748
Middle School (Grades 7-8)	453	4,624	0.0980
Total	2,186	NA	0.4728

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Due to incomplete and incorrect address information in both the student enrollment and residential databases, *KeyAnalytics* was unable to match all of the District's students. The results are SGFs that understate the number of students that will generated by Non-Mitigate Future Units.

After accounting for incoming inter-district transfer students that reside outside of the District's boundaries, there were 841 students that were not matched. *KeyAnalytics* adjusted the SGFs listed in Tables 2A, 2B and 2C based on a rate which considers the number of students successfully matched at each school level and land use. The adjusted SGFs for each land use by school level are shown in Table 3.

Table 3
Adjusted Student Generation Factors

School Level	Single Family Detached Units	Single Family Attached Units	Multi-Family Attached Units
Elementary School (Grades K-6)	0.3289	0.2725	0.3449
Middle School (Grades 7-8)	0.0934	0.0608	0.0999
Total	0.4223	0.3333	0.4448

The SGFs shown above and the analysis of facilities impact that follows reflect the grade configuration used by the State's School Facilities Program ("SFP"). Though the District's current grade level configuration is different, the Report utilizes the SFP configuration to provide clarity in the calculation of the School Fees.

- d. Projected Enrollment** - When these SGFs are applied to the projected Non-Mitigated Future Units the resulting enrollment impact is 5,479 students. Table 4 outlines this calculation.

Table 4
Projected Enrollment
As a Result of Non-Mitigated Future Units

School Level	Non-Mitigated SFD Future Units	Non-Mitigated SFA Future Units	Non-Mitigated MFA Future Units	Total Non-Mitigated Future Units
Elementary School (Grades K-6)	931	208	3,124	4,263
Middle School (Grades 7-8)	264	47	905	1,216
Total	1,195	255	4,029	5,479

B. Capacity of District Facilities

The District currently operates seven (7) campuses serving students Kindergarten through 8th grade. To establish the capacity of the District's facilities, this Report multiplies the number of classrooms within the District by the SFP loading standards of 25 students for grades K-6 and 27 students for grades 7-8. Table 5 summarizes the District's current capacity.

Table 5
Current Facility Capacity

School Level	Facilities Capacity
Elementary School (Grades K-6)	4,575
Middle School (Grades 7-8)	1,782
Total	6,357

C. District Facility Needs

To evaluate the school facilities needed as a result of Non-Mitigated Future Units, this Report must first determine if there is any existing capacity that can be used to house future enrollment. This Report has determined there are 2,090 existing seats that may be utilized to house students expected to be generated by Future Units. In order to identify the impact associated with Non-Mitigated Future Units this excess

capacity has been allocated between Mitigated Future Units and Non-Mitigated Future Units. As a result of this allocation *KeyAnalytics* has identified 2,065 existing seats that may be utilized to house students expected to be generated by Non-Mitigated Future Units. Table 6 outlines the determination of surplus capacity and the allocation of such surplus over the Future Units.

Table 6A
Summary of Available District Capacity

School Level	Facilities Capacity	School Year 2021/2022 Enrollment ¹	Existing Surplus Seats
Elementary School (Grades K-6)	4,575	3,335	1,240
Middle School (Grades 7-8)	1,782	932	850
Total	6,357	4,267	2,090

¹ California Longitudinal Pupil Achievement Data System (CALPADS)

Table 6B
Allocation of Existing Excess Capacity

School Level	Non-Mitigated Future Units	Mitigated Future Units	Total
Elementary School (Grades K-6)	1,225	15	1,240
Middle School (Grades 7-8)	840	10	850
Total	2,065	25	2,090

To determine the number of unhoused students expected to be generated by Non-Mitigated Future Units, *KeyAnalytics* subtracted the Excess Capacity listed in Table 6B from the Projected Enrollment listed in Table 4. Table 7 outlines this calculation.

Table 7
Projected Unhoused Students
As a Result of Non-Mitigation Future Units

School Level	Existing Excess Capacity	Projected Enrollment	Projected Unhoused Students
Elementary School (Grades K-6)	1,225	4,263	3,038
Middle School (Grades 7-8)	840	1,216	376
Total	2,065	5,479	3,414

D. Plan to Provide for District Facility Needs

Though the District may house students generated from Non-Mitigated Future Units in existing facilities over the short term, the District plans to construct new Kindergarten thru 8th grade school facilities.

The timing of these improvements is unknown and rely heavily on the District's ability to access both local and State funding for such projects and the pace of Future Residential Development. Table 8 outlines the number of facilities needed by the District to house the projected unhoused students resulting from Non-Mitigated Future Units.

Table 8
School Facility Needs
As a Result of Non-Mitigation Future Units

School Level	Projected Unhoused Students	Facility Capacity	Number of Facilities Needed
K-8 School	3,414	850	4.0165

IV. Financial Impact of Residential Development

As outlined in Section III, Non-Mitigated Future Units are expected to generate additional enrollment for the District resulting in the need to construct new school facilities. This Section quantifies the financial impact of the additional enrollment resulting from Non-Mitigated Future Units.

A. Cost of School Facilities

School facilities cost estimates were prepared by *KeyAnalytics*. The school facilities costs represent the full cost of site acquisition, site development, construction, furniture and equipment, as well as technology stated in 2022 dollars. The estimated site acquisition and facility construction costs are shown in Table 9. A more detailed breakdown of the costs is listed in Exhibit A.

Table 9
Estimated School Facilities Cost

School Level	Construction Cost Per Facility	Site Cost Per Facility	Total Cost Per Facility
K-8 School	\$51,106,688	\$9,702,343	\$60,809,031

The costs in Table 9 do not include costs associated with Central Administrative and Support Facilities. As indicated in Table 7, Non-Mitigated Future Units will cause the enrollment of the District to increase by approximately 3,414 Unhoused Students. In accordance with the provisions of Chapter 341, Statutes of 1992, SB 1612, the SAB adopted a report on January 26, 1994, requiring approximately four (4) square feet of central administrative and support facilities for every student. Based on this report and the estimated cost per square foot to construct and furnish these types of facilities, the Report incorporates a Central Administrative and Support Facilities cost impact of \$800 per student.

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B. Cost of Providing School Facilities

This Report determines the cost of providing school facilities to house unhouse students resulting from Non-Mitigated Future Units by (i) multiplying the number of facilities needed, listed in Table 8, by the Estimated School Facilities Cost, listed in Table 9 and (ii) multiplying the number of Unhoused Students listed in Table 7 by the central administrative and support facilities cost per student. Table 10 outlines the total cost of providing school facilities to house unhouse students resulting from Non-Mitigated Future Units.

Table 10
Total Cost of Providing School Facilities
As a Result of Non-Mitigated Future Units

School Level	Number of Facilities/ Students	Cost Per Facility/ Student	Total Cost
K-8 School	4.0165	\$60,809,031	\$244,239,474
Central Administrative Impacts	3,414	\$800	\$2,731,200
Total Cost Impact			\$246,970,674

C. Cost of Providing School Facilities per Sq. Ft. of Future Residential Development

To determine the cost of providing school facilities per square foot of Future Residential Development, this Report first allocates the Total Cost of Providing School Facilities to the Non-Mitigated Future Units based on land use. Table 11 show the calculation of the Cost of Providing School Facilities per Non-Mitigated Future Unit.

Table 11
Cost of Providing School Facilities
Per Non-Mitigated Future Units

Land Use	Total School Facilities Cost Impacts	Non-Mitigated Future Units	School Facilities Cost per Non-Mitigated Future Unit
Single Family Detached (SFD)	\$53,874,142	2,830	\$19,037
Single Family Attached (SFA)	\$11,493,958	765	\$15,025
Multi-Family Attached (MFA)	\$181,602,573	9,057	\$20,051

The Cost of Providing School Facilities per Non-Mitigated Future Unit is then divided by the average square footage of Non-Mitigated Future Unit for each land use category.

To determine the average square footage of a Non-Mitigated Future Unit this Report utilizes building permits issued within the boundaries of the District over the last five (5) years and information provided by developers within the community. Table 12 shows the cost of providing school facilities per square foot of Non-Mitigated Future Unit.

Table 12
Cost of Providing School Facilities
Per Square Foot of Non-Mitigated Future Unit

Land Use	School Facilities Cost per Non-Mitigated Future Unit	Average Square Footage	School Facilities Cost Impact Per Square Foot
Single Family Detached (SFD)	\$19,037	2,600	\$7.32
Single Family Attached (SFA)	\$15,025	1,350	\$11.13
Multi-Family Attached (MFA)	\$20,051	1,300	\$15.42

V. Comparison of Impact and School Fee Revenue from Future Residential Development

As noted in the introduction to this Report, the maximum level of School Fee that may be imposed by a school district on Future Residential Development is set by the SAB. In order to impose School Fees at this level, the District must demonstrate that the cost of providing school facilities equals or exceeds the amount of the School Fee to be imposed. This section compares the maximum School Fee that may be imposed by the District with the cost of providing school facilities per square foot of Future Residential Development as established in Section IV.

A. Maximum Residential School Fee

On February 23, 2022, the SAB approved an increase to the maximum School Fee that may be imposed by a unified school district on Future Residential Development to \$4.79 per square foot.

In the District's case they must share this maximum School Fee with the Sweetwater Union High School District ("High School District"), which provides education in grades 9 through 12 to students residing within the boundaries of the District. Based on the District's fee sharing agreement with the High School District, the District can collect 61 percent of the maximum School Fee with the balance being collected by the High School District. Table 13 show the allocation of the current maximum School Fee.

Table 13
Allocation of Maximum Residential School Fee

School District	Percentage Share	Maximum Fee
San Ysidro School District (Grades K-8)	61.00%	\$2.92
Sweetwater Union High School District (Grade 9-12)	39.00%	\$1.87
Total	100.00%	\$4.79

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B. Comparison of Financial Impact and Maximum School Fee Revenues Per Square Foot

This Report identifies in Section IV that the cost of providing school facilities per square foot of Future Residential Development ranges from \$7.32 - \$15.42. Since the current maximum School Fee is less than the cost of providing school facilities per square foot of Future Residential Development, the District is justified in imposing their portion of the maximum School Fee of \$2.92 per square foot for all Future Residential Development within its boundaries.

VI. Financial Impact of Commercial/Industrial Development

This Section analyzes the financial impact on the District resulting from students that are generated by Future Commercial/Industrial Development.

Future Commercial/Industrial Development will attract additional workers to the District. Because some of those workers will have school-age children, such Future Commercial/Industrial Development will generate additional enrollment for the District. The District is also likely to experience additional enrollment as a result of new workers who do not live within the District's boundaries, but whose children attend the District's schools as a transfer student.

A. Employees Per 1,000 Square Feet of Commercial/Industrial Development

To identify the impact of Future Commercial/Industrial Development this Report must first estimate the number of employees that will be generated by such development.

- 1. Employee Generation Rate** - As permitted by State law, this Report estimates the number of employees to be generated by Future Commercial/Industrial Development by utilizing the generation factors set forth San Diego Association of Governments ("SANDAG"). Table 14 shows these generation rates.

Table 14
Employee Generation Rates
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Employees Per 1,000 Square Feet
Retail and Services	2.2371
Office	3.4965
Research and Development	3.0395
Industrial/Warehouse/Manufacturing	2.6954
Hospital	2.7778
Hotel/Motel	1.1325
Self-Storage	0.0643

Source: SANDAG

- 2. Percentage of Employees Residing Within the District** - To accurately identify the number of employees that will reside within the District, this Report adjusts the Employee Generation Rates list in Table 14 to account for employees that may not live within the District.

To estimate the percentage of employees that will reside within the District this Report utilizes data collected by the US Census Bureau measuring individual's commute time. Based on this information, approximately 17.80 percent of employees with the District are likely to reside within the District. Table 15 show the Resident Employee Generation Rates.

Table 15
Resident Employee Generation Rates
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Employee Generation Rates	Employees Residing Within the District	Resident Employee Generation Rates
Retail and Services	2.2371	0.1780	0.3982
Office	3.4965	0.1780	0.6224
Research and Development	3.0395	0.1780	0.5410
Industrial/Warehouse/Manufacturing	2.6954	0.1780	0.4798
Hospital	2.7778	0.1780	0.4944
Hotel/Motel	1.1325	0.1780	0.2016
Self-Storage	0.0643	0.1780	0.0114

B. Household Impact

As noted in Section III, the SGFs calculated for the District is based on the number of students generated per housing unit. Therefore, this Report must convert the number of resident employees into the resulting number of new households to estimate the number of students to be generated.

- 1. Average Number of Employees per Household** - To estimate the number of households to be generated by these resident employees, this Report utilizes information collected by the US Census Bureau. According to the US Census Bureau the average number of employed persons per household within the District is 1.4814.
- 2. Household Impact Per 1,000 Square Feet of Commercial/Industrial Development** - The Household Impact per 1,000 Square Feet of Commercial/Industrial Development is calculated by dividing the Average Number of Employees per Household by the Resident Employee Generation Rates listed in Table 15. Table 16 summarizes this calculation.

Table 16
Household Impact
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Resident Employee Generation Rate	Average Employees Per Household	Household Impact Per 1,000 Square Feet
Retail and Services	0.3982	1.4814	0.2688
Office	0.6224	1.4814	0.4201
Research and Development	0.5410	1.4814	0.3652
Industrial/Warehouse/Manufacturing	0.4798	1.4814	0.3239
Hospital	0.4944	1.4814	0.3338
Hotel/Motel	0.2016	1.4814	0.1361
Self-Storage	0.0114	1.4814	0.0077

3. Net Household Impact Per 1,000 Square Feet of Commercial/Industrial Development - To identify the Net Household Impact per 1,000 Square Feet of Commercial/Industrial Development this Report must account for employees that will reside within existing residential units.

Based on home sales information and the number of building permits issued over the last five years within the District, new home sales in the District are estimated to equal 11.25 percent of the total housing units which will experience occupant turnover during the period considered in this Report. Multiplying the Household Impact per 1,000 Square Feet of Commercial/Industrial Development shown in Table 16 by 11.25 percent results in the Net Household Impact per 1,000 Square Feet of Commercial/Industrial Development shown in Table 17.

Table 17
Net Household Impact
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Household Impact Per 1,000 Square Feet	Adjustment for Resale Units	Net Household Impact Per 1,000 Square Feet
Retail and Services	0.2688	0.1125	0.0302
Office	0.4201	0.1125	0.0473
Research and Development	0.3652	0.1125	0.0411
Industrial/Warehouse/Manufacturing	0.3239	0.1125	0.0364
Hospital	0.3338	0.1125	0.0376
Hotel/Motel	0.1361	0.1125	0.0153
Self-Storage	0.0077	0.1125	0.0009

Only the Net Household Impacts are assumed to generate potential new students, thereby increasing school facilities costs to the District.

C.Student Generation Impact

This Report recognizes that employees may impact the District in two (2) ways. First, some of the employees will reside within the District and have school aged children who attend the District's schools. Secondly, of those employees that do not reside within the District some will have school aged children who choose to attend the District's school as transfer students.

- 1. Resident Student Generation Impact** - To estimate the number of resident students to be generated per 1,000 Square Feet of Commercial/Industrial Development this Report multiplies the SGFs, outlined in Section III, by the Net Household Impacts listed in Table 17. The resulting Resident Student Generation Impact per 1,000 Square Feet of Commercial/Industrial Development is listed Table 18.

Table 18
Resident Student Generation Impact
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Elementary School (Grades K-6)	Middle School (Grades 7-8)	Total
Retail and Services	0.0102	0.0029	0.0131
Office	0.0160	0.0046	0.0205
Research and Development	0.0139	0.0040	0.0179
Industrial/Warehouse/Manufacturing	0.0123	0.0035	0.0158
Hospital	0.0127	0.0036	0.0163
Hotel/Motel	0.0052	0.0015	0.0067
Self-Storage	0.0003	0.0001	0.0004

- 2. Inter-District Transfer Student Generation Impact** - To estimate the number of inter-district transfer students that may be generated, this Report utilizes enrollment data of the District. The total number of inter-district transfer students attending District schools was divided by the total number of employed persons within the District, as estimated by the US Census Bureau. This calculation is summarized in Table 19.

Table 19
Inter-District Transfer Rate Per Employee

Item	Elementary School (Grades K-6)	Middle School (Grades 7-8)
Number of Employed Persons	15,758	15,758
Number of Inter-District Transfers	220	73
Inter-District Transfers Per Employee	0.0140	0.0046

- 3. Total Student Generation Impact Per 1,000 Square Feet of Commercial/Industrial Development** - The Inter-District Transfer Rates, listed in Table 19, were multiplied by the Employee Generation Rates in Table 14 to calculate Inter-District Transfer Rates per 1,000

Square Feet of Future Commercial/Industrial Development. These Inter-District Transfer Rates were added to the Resident Student Generation Impact per 1,000 Square Feet of Commercial/Industrial Development, listed in Table 18, to calculate the Total Student Generation Impact per 1,000 Square Feet of Commercial/Industrial Development list in the Table 20.

Table 20
Total Student Generation Impact
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Elementary School (Grades K-6)	Middle School (Grades 7-8)	Total
Retail and Services	0.0415	0.0132	0.0548
Office	0.0649	0.0207	0.0856
Research and Development	0.0564	0.0180	0.0744
Industrial/Warehouse/Manufacturing	0.0501	0.0159	0.0660
Hospital	0.0516	0.0164	0.0680
Hotel/Motel	0.0210	0.0067	0.0277
Self-Storage	0.0012	0.0004	0.0016

D. Cost of Providing School Facilities Per 1,000 Square Feet of Commercial/Industrial Development

To calculate the Cost of Providing School Facilities per 1,000 Square Feet of Commercial/Industrial Development, this Report calculates the cost impact per student using the information listed in Table 10 and multiplies the per student cost by the Total Student Generation Impacts listed in Table 20. Table 21 outlines the resulting Cost of Providing School Facilities per 1,000 Square Feet of Commercial/Industrial Development.

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Table 21A
Cost of Providing School Facilities
Per Student

School Level	Facility Cost	Facility Capacity	Facility Cost Per Student
K-8 School	\$60,809,031	850	\$71,540
Central Administrative Impacts			\$800
Total Cost Impact			\$72,340

Table 21B
Cost of Providing School Facilities
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Elementary School (Grades K-6)	Middle School (Grades 7-8)	Total
Retail and Services	\$3,005.19	\$955.90	\$3,961.09
Office	\$4,696.93	\$1,494.01	\$6,190.94
Research and Development	\$4,083.05	\$1,298.75	\$5,381.80
Industrial/Warehouse/Manufacturing	\$3,620.94	\$1,151.75	\$4,772.69
Hospital	\$3,731.62	\$1,186.96	\$4,918.58
Hotel/Motel	\$1,521.40	\$483.93	\$2,005.33
Self-Storage	\$86.31	\$27.45	\$113.76

E. Residential School Fee Revenue Offset

A portion of the Cost of Providing School Facilities per 1,000 Square Feet of Commercial/Industrial Development will be mitigated through the collection of School Fees from Future Residential Development. To estimate the amount of these School Fees that will be collected, this Report multiplies the estimated average square footage of a Non-Mitigated Future Unit, by the District's Residential School Fee of \$2.92. This amount is then multiplied by the Net Household Impacts listed in Table 17. Table 22 outlines this calculation.

Table 22
Residential School Fee Revenue
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Net Household Impact	Statutory School Fees	Residential Revenue
Retail and Services	0.0302	\$6,504.15	\$196.70
Office	0.0473	\$6,504.15	\$307.42
Research and Development	0.0411	\$6,504.15	\$267.24
Industrial/Warehouse/Manufacturing	0.0364	\$6,504.15	\$237.02
Hospital	0.0376	\$6,504.15	\$244.27
Hotel/Motel	0.0153	\$6,504.15	\$99.59
Self-Storage	0.0009	\$6,504.15	\$5.63

The Residential School Fee Revenue per 1,000 Square Feet of Commercial/Industrial Development listed in Table 22 is then subtracted from Cost of Providing School Facilities per 1,000 Square Feet of Commercial/Industrial Development identified in Table 21B to calculate the Remaining Cost of Providing Facilities per 1,000 Square Feet of Commercial/Industrial Development. Table 23 outlines this calculation.

Table 23
Remaining Cost of Providing Facilities
Per 1,000 Square Feet of Commercial/Industrial Development

Commercial/Industrial Category	Cost of Providing School Facilities	Residential School Fee Revenue	Remaining Cost of Providing School Facilities
Retail and Services	\$3,961.09	\$196.70	\$3,764.39
Office	\$6,190.94	\$307.42	\$5,883.52
Research and Development	\$5,381.80	\$267.24	\$5,114.56
Industrial/Warehouse/Manufacturing	\$4,772.69	\$237.02	\$4,535.67
Hospital	\$4,918.58	\$244.27	\$4,674.31
Hotel/Motel	\$2,005.33	\$99.59	\$1,905.74
Self-Storage	\$113.76	\$5.63	\$108.13

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VII. Comparison of Impacts and Fee Revenue from Commercial/Industrial Development

As with Future Residential Development the maximum level of School Fee that may be imposed by a school district on Future Commercial/Industrial Development is set by the SAB. In order to impose School Fees at the maximum level the District must demonstrate that the cost of providing school facilities does not exceed the amount of the School Fees to be imposed. This section compares the maximum School Fee that may be imposed by the District, with the cost of providing school facilities as a result of Commercial/Industrial Development, as established in Section V.

A. Maximum Commercial/Industrial School Fee

On February 23, 2022, the SAB approved an increase to the maximum School Fee that may be imposed by a unified school district on Commercial/Industrial Development to \$0.78 per square foot.

In the District's case they must share this maximum School Fee with the Sweetwater Union High School District ("High School District"), which provides education in grades 9 through 12 to students residing within the boundaries of the District. Based on the District's fee sharing agreement with the High School District, the District can collect 61 percent of the maximum School Fee with the balance being collected by the High School District. Table 24 show the allocation of the current maximum School Fee.

Table 24
Allocation of Maximum
Commercial/Industrial School Fee

School District	Percentage Share	Maximum Fee
San Ysidro School District (Grades K-8)	61.00%	\$0.48
Sweetwater Union High School District (Grades 9-12)	39.00%	\$0.30
Total	100.00%	\$0.78

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B. Comparison of Financial Impact and Maximum School Fee Revenues Per Square Foot of Commercial/Industrial Development

This Report identified in Section VI that the Remaining Cost of Providing School Facilities per 1,000 Square Feet of Commercial/Industrial Development ranges from \$108.13 to \$5,883.52. Table 25 compares these costs to the maximum School Fee for Commercial/Industrial Development.

Table 25
Comparison of Remaining Cost of Providing School Facilities
And Maximum School Fee for Commercial/Industrial Development

Commercial/Industrial Category	Remaining Cost of School Facilities		Maximum School Fee	Justified School Fee
	Per 1,000 Square Feet	Per Square Foot		
Retail and Services	\$3,764.39	\$3.76	\$0.48	\$0.48
Office	\$5,883.52	\$5.88	\$0.48	\$0.48
Research and Development	\$5,114.56	\$5.11	\$0.48	\$0.48
Industrial/Warehouse/Manufacturing	\$4,535.67	\$4.54	\$0.48	\$0.48
Hospital	\$4,674.31	\$4.67	\$0.48	\$0.48
Hotel/Motel	\$1,905.74	\$1.91	\$0.48	\$0.48
Self-Storage	\$108.13	\$0.11	\$0.48	\$0.11

Since the District's share of the current maximum School Fee is less than the Remaining Cost of Providing School Facilities per Square Foot of Commercial/Industrial Development in each category, except Self-Storage, the District is justified in imposing a School Fee of \$0.48 per square foot for all Future Commercial/Industrial Development within its boundaries. The justified School Fee for Self-Storage would be \$0.11 per square foot.

VIII. Conclusion and Statement of Findings

Based on the findings of this School Facilities Fee Justification Report (“Report”), the San Ysidro School District (“District”) is justified in collecting there portion of the legal maximum fee (\$4.79) which is \$2.92 per square foot of residential development as authorized by Government Code Section 65995, as future residential development creates a school facility cost impact greater than the legal maximum fee. The District is also justified in collecting their portion of the legal maximum fee (\$0.78) which is \$0.48 per square foot of commercial/ industrial development on all categories of commercial/ industrial development.

The findings of this Report are based on the following:

- According to SCAG there are 12,908 residential units planned to be built within the District.
- 12,652 of the residential units planned to be built within the District have not mitigated their additional school facilities impact on the school facilities of the District.
- These residential units are expected to generate 5,479 students. The District expects these students will require the District to construct new school facilities.
- Each square foot of future residential development creates an estimated school facility cost impact between \$7.32 - \$15.42.
- If the District collects their portion of the maximum school fee which is \$2.92, fee revenue will offset between 18.94 – 39.91 percent of the school facility cost impact of such residential development.
- Future commercial/industrial development will create the need for additional school facilities by increasing the number of households within the District and the number of inter-district transfer students.
- After accounting for the collection of the maximum school fee from residential development the remaining school facilities cost impact of commercial/ industrial development ranges between \$0.11- \$5.88 per square foot depending on the category of development.

12.4, 12.5 & 12.6
Page 40 of 43

- If the District collects their portion of the maximum school fee which is \$0.48 per commercial/ industrial square foot, fee revenue will offset between 8.16 – 23.13 percent of the school facility cost impact of such development, unless it is categorized as Self-Storage than the maximum school fee justified is \$0.11 per square foot which will offset 100% of the school facility cost impact.

Exhibit A

Estimated School Facilities Cost

**San Ysidro School District
Estimated "True" Cost
K-8 School Facility**

A. Site			\$9,702,343
	Site Purchase Price	\$2,528,326	
	Acres	17.30	
	Cost Per Acre	\$146,146	
	Site Developmetn Cost	\$7,154,017	
	Acres	17.30	
	Cost Per Acre	\$413,527	
	Appraisals	\$10,000	
	Surveys	\$5,000	
	Escrow/Title	\$5,000	
B. Plans			\$2,642,938
	Architect's Fee	\$2,376,250	
	Preliminary Testing	\$20,000	
	DSA/SDE Plan Check	\$226,688	
	Energy Fee Analysis	\$15,000	
	Other	\$5,000	
C. Construction			\$43,775,000
	Square Feet Per Student	100	
	Cost Per Square Foot ¹	\$515	
D. Testing			\$50,000
E. Inspection			\$144,000
	Cost Per Month	\$12,000	
	Months	12	
F. Furniture and Equipment			\$705,500
	Cost Per Square Foot	\$8	
G. Contingency			\$1,140,396
	Percent of Project	2.00%	
H. Items Not Funded By State			\$2,648,855
	Technology (5% of Constriction)	\$2,188,750	
	Library Books (8 books/student @ \$15)	\$102,000	
	Landscaping (\$0.44 per Sq. Ft.)	\$331,579	
	Landscaping Architect Fees (8% of Landscaping)	\$26,526	
I. Total Estimated Cost			\$60,809,031
	School Facility Capacity	850	
	School Facility Cost Per Student	\$71,540	

¹ The construction cost has been increased by the change in the SAB construction cost index.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ANNUAL RESOLUTIONS FOR FISCAL YEAR 2022-2023

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. The resolutions below give the Superintendent and/or designees the signing authority necessary to carry out District business for fiscal year 2022-23 effective July 1, 2022 to June 30, 2023:

Resolution No.	Description
22/23-0001	To receive mail and pick up warrants at the San Diego County Office of Education
22/23-0002	To sign payment orders
22/23-0003	To sign school orders (commercial warrants)
22/23-0004	To issue the replacement of warrants
22/23-0005	To sign bank account checks and school orders
22/23-0006	Delegation of Authority
22/23-0007	Designating authorized agents to the Protected Insurance Program (P.I.P.s) JPA
22/23-0008	Designating authorized agents to the Southern California Regional Liability Excess Fund (ReLiEF) JPA
22/23-0009	Designating authorized representatives and signatories with the State Allocation Board, Office of Public School Construction (OPSC)

RECOMMENDATION:

Approve Resolutions Nos. 22/23-0001 through 22/23-0009 designating authorized agents to carry out District business for fiscal year 2022-2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget?

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

RESOLUTION 22/23-0001
DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS
AT THE COUNTY OFFICE OF EDUCATION

San Ysidro School District, San Diego County ON MOTION OF member _____,
seconded by member _____ Effective: July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (***one person only***) to receive mail from the Accounting/Payroll Sections is
Marilyn Adrianzen, Chief Business Official
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the
mail addressee) are:

Amber Elliott

Araceli Felix

mail **hold** consortium

3. Check one ☐ ☒ ☐ Monthly payroll warrants each and every month.
Check one ☐ ☒ ☐ Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be
submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 19, 2022 by the following vote:
(Date)

AYES: _____ MEMBERS

NOES: _____ MEMBERS

ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct
copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting
held on said date.

Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Marilyn Adrianzen

Amber Elliott

Araceli Felix

DESIGNATING AUTHORIZED AGENT TO SIGN PAYMENT ORDERS

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Governing Code (all districts), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Marilyn Adrianzen, Chief Business Official

PASSED AND ADOPTED by said Governing Board on May 19, 2022 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

Marilyn Adrianzen, Chief Business Official

RESOLUTION 22/23-0003

San Ysidro School District, San Diego County ON MOTION OF member _____,
seconded by member _____ effective July 1, 2022 through June 30, 2023.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section, 425632 or 85232.

Dr. Gina A. Potter and Marilyn Adrianzen

be and are hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 19, 2022 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 22/23-0004

AUTHORIZING AGENTS TO ISSUE THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____
the following Resolution is adopted effective July 1, 2022 through June 30, 2023:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

PASSED AND ADOPTED by said Governing Board on May 19, 2022:

AYES: _____ NOES: _____ ABSENT: _____

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 22/23-0005**

**DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND
SCHOOL ORDERS FOR FISCAL YEAR 2022-23**

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective July 1, 2022 through June 30, 2023.

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
 - a. **Cash Clearing Account:** established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - b. **Purchase Card Account:** established with an initial balance of \$20,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - c. **District Revolving Cash Fund Account:** established with an initial balance of \$50,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - iii. Manuel Bojorquez, Principal, San Ysidro Middle School
 - iv. Irene Herrera-Cevallos, Principal, Vista Del Mar School
 - e. **Camp Account:** Established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official

THIS SPACE INTENTIONALLY LEFT BLANK

2. Pursuant to the provisions of Education Code 42632 the following persons are hereby authorized to sign all orders ("Commercial Warrants") in the name of the San Ysidro School District, drawn on the funds of said district.

Name	Position	Manual Signature
Gina A. Potter, Ed.D.	Superintendent	
Marilyn Adrianzen	Chief Business Official	

PASSED AND ADOPTED by the Governing Board on this 19th day of May 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Irene Lopez, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Governing Board at a regularly scheduled and conducted meeting held on said date.

WITNESS my hand:

Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT

Resolution No. 22/23-0006 Delegation of Authority

Effective July 1, 2022 to June 30, 2023

WHEREAS, Education Code Section 17604 provides that wherever in the code the power to contract is invested in the governing board of the school district or any member thereof, such power may by a majority vote of the board be delegated to its district superintendent, or to such persons as the superintendent may designate; and

WHEREAS, Education Code Section 17604 further provides that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, said approval or ratification to be evidenced by a motion of said board duly passed and adopted;

WHEREAS, any delegation of authority by the Board under section 17604 and section 17605 may establish limits on the dollar value and designate appropriate staff who are authorized to exercise such authority; and

WHEREAS, the Board desires to delegate such contract and signing authority to the District Superintendent and the Chief Business Official for contracts of less than \$30,000, respectively; and

WHEREAS, in accordance with Education Code section 17605, this delegation of authority shall also be limited to the statutory threshold set forth in Public Contract Code section 20111, of \$15,000, for the award of any contract for public project, as defined in Public Contract Code section 22002(c), pursuant to this delegation of authority.

WHEREAS, the Board desires to authorize the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

NOW, THEREFORE BE IT RESOLVED AND DETERMINED that pursuant to Education Code Section 17604 the power to contract on behalf of the Governing Board of the San Ysidro School District of San Diego County, California, is hereby delegated to the Superintendent and the Chief Business Official during the 2020-21 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

BE IT FURTHER RESOLVED that the Governing Board hereby delegates the authority to the Superintendent, or such person as the Superintendent may designate to (i) call for bids, including placing advertisements as required pursuant to the Public Contract Code; (ii) reject all bids if rejection is determined by District staff to be in the best interests of the District; (iii) recall and re-advertise for bids; and (iv) take such other action as may be reasonably necessary to accomplish those tasks delegated pursuant to this Section.

IN ADDITION, the Governing Board hereby delegates the authority to the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

CAVEATS: All transactions entered into by the officer or employee shall be reviewed by the Governing Board every 60 days (Ref. Education Code Section 17605). In the event of malfeasance in office, the school district official invested by the Governing Board with the power of contract shall be

personally liable to the school district employing him or her for any and all moneys of the District paid out as a result of the malfeasance.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at San Ysidro, California, on this 19th day of May 2022, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA) SS

COUNTY OF SAN DIEGO)

I, Irene Lopez, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

Date: _____

Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 22/23-0007

**DESIGNATING AUTHORIZED AGENTS
TO THE PROTECTED INSURANCE PROGRAM
FOR SCHOOLS JOINT POWERS AUTHORITY**

WHEREAS, California school and college districts have determined there is a need for workers' compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for workers' compensation coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of San Ysidro School District declares its continued membership in the Protected Insurance Program for Schools Joint Powers Authority and appoints Marilyn Adrianzen, as its official representative to the Protected Insurance Program for Schools Joint Powers Authority and Dr. Gina A. Potter as the alternate representative. Effective July 1, 2022 to June 30, 2023

PASSED AND ADOPTED by the Governing Board of San Ysidro School District this 19th day of May 2022, by the following vote:

AYES:

NOES:

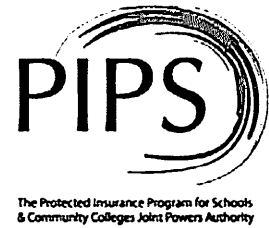
ABSENT:

ABSTAINED:

I, Irene Lopez, Clerk of Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Date: _____

Clerk of Governing Board



2022/2023 PIPS Representative Designation

In accordance with Protected Insurance Program for Schools (PIPS) practices, each member is required to advise PIPS in writing of their official representative annually. Notification of any changes in the covered member's official representative should be made in writing, to the Manager, within thirty (30) days of said change. Please indicate below your updated designated official for the program year 2022/2023 and fax or email back a signed copy to (310) 212-0300 Attn: Crystal McMahan or cmcmahan@keenan.com.

OFFICIAL REPRESENTATIVE

Name: Marilyn Adrianzen
Title: Chief Business Official
JPA/District: San Ysidro School District
Address: 4350 Otay Mesa Road
San Ysidro, CA 92173
Telephone #: (619) 428-4476 x3003
Fax #: (619) 428-9355
Cell #: _____
Email: marilyn.adrianzen@sysdschools.org

Thank you for your attention to this matter, should you have any questions regarding this request, please contact Crystal McMahan, JPA Account Manager at 310/212-0363 x2612.

Representative Signature: _____

Date: _____

Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 22/23-0008**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT
DESIGNATING AUTHORIZED AGENTS TO THE SOUTHERN CALIFORNIA
REGIONAL LIABILITY EXCESS FUND (ReLiEF) JOINT POWERS AUTHORITY (JPA)**

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted: Effective July 1, 2022 to June 30, 2023

WHEREAS, school districts have determined there is a need for affordable Property and Liability coverages by combining their respective efforts to establish, operate and maintain a Joint Power Agency for Property and Liability coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

WHEREAS, an Authorized Agents be appointed to execute appropriate documents on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the San Ysidro School District declares continued membership in the Southern California ReLiEF Joint Powers Authority and appoints Marilyn Adrianzen, Chief Business Official (primary representative) and Gina A. Potter, Superintendent (alternate) as duly authorized agents to execute appropriate documents on behalf of San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District this 19th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board



2022/2023 SCR Board Representative & Alternate Designation

In accordance with the Bylaws adopted by So Cal ReLiEF (SCR), each Board member is required to advise SCR in writing of their official representative and alternate annually. Please indicate below your designated officials for the program year 2022/2023 by completing the form below and faxing or emailing back a signed copy attn: Crystal McMahan or cmcmahan@keenana.com

OFFICIAL REPRESENTATIVE

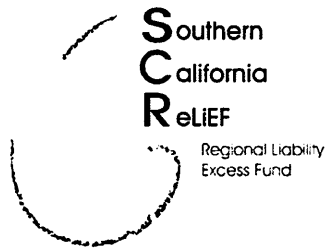
Name: Marilyn Adrianzen
Title: Chief Business Official
JPA/District: San Ysidro School District
Address: 4350 Otay Mesa Road
San Ysidro, CA 92173
Work & Cell phone #s: (619) 428-4476 x3003
Fax #: (619) 428-9355
Email: marilyn.adrianzen@sysdschools.org and patricia.caro@sysdschools.org

OFFICIAL ALTERNATE

Name: Gina A. Potter, Ed.D.
Title: Superintendent
JPA/District: San Ysidro School District
Address: 4350 Otay Mesa Road
San Ysidro, CA 92173
Work & Cell phone #s: (619) 428-4476 x3022
Fax #: (619) 428-1505
Email: gina.potter@sysdschools.org

HUMAN RESOURCES CONTACT

Name: Linda Olea
Title: Executive Director of Human Resources
Contact #: (619) 428-4476 x3013
Email: linda.olea@sysdschools.org



TITLE IX COORDINATOR CONTACT (if different then above)

Name: Same as above
Title: _____
Contact #: _____
Email: _____

Representative Signature: _____

Date: _____

Board approved: _____

Any questions, please contact Assistant JPA Manager, Crystal McMahan at (310) 212-0363 x2612.

**San Ysidro School District
Resolution No. 22/23-0009**

**DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES
WITH THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL
CONSTRUCTION**

San Ysidro School District, San Diego County ON MOTION OF Member _____,
seconded by Member _____, effective July 1, 2022 to June 30, 2023.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions commencing with Education Code
Section 17070.10, et seq.,

Superintendent and Chief Business Official

are hereby authorized to sign all documents and act on behalf of the District with the State Allocation
Board Office of Public School Construction.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be
submitted in writing to the State Allocation Board Office of Public School Construction.

PASSED AND ADOPTED by the Governing Board of San Ysidro School District on this 19th day of
May, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Irene Lopez, Clerk to the Governing Board of San Ysidro School District of San Diego County, California,
do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said
Board at a regular meeting thereof on the date and by the vote above stated, which resolution is on file and
of record in the office of said Board.

Date: May 19, 2022

Clerk to the Governing Board

Authorized person(s):

Manual Signature(s) of authorized person(s):

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0010 TO ESTABLISH TEMPORARY INTERFUND BORROWING OF SPECIAL OR RESTRICTED FUND MONEYS

The Governing Board of any school district may direct the moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603.

This year districts can borrow from other funds, in accordance with Education Code Section 42603.

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer 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. 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. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

The Governing Board of the District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2022-23 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or designee:

• General Fund	• Child Development Fund
• Building Fund	• Cafeteria Fund
• Capital Facilities Fund	
• Capital Project Fund for Blended Component Units	

RECOMMENDATION:

Adopt Resolution No. 22/23-0010 to establish temporary interfund borrowing of special or restricted fund moneys for fiscal years 2022-23.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 22/23-0010**

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND BORROWING
OF SPECIAL OR RESTRICTED FUND MONEYS**

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted effective July 1, 2022 through June 30, 2023:

WHEREAS, the Governing Board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code section 42603, and

WHEREAS, the transfer 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

WHEREAS, 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,

THEREFORE, BE IT RESOLVED that the Governing Board of the San Ysidro School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2020-2021 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or his designee:

• General Fund	• Cafeteria Fund
• Child Development Fund	• Capital Facilities Fund (Developer Fees)
• Building Fund	• Capital Projects Fund for Blended Component Units (CFD)

PASSED AND ADOPTED by the Governing Board on May 19, 2022, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Irene Lopez, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 19th day of May, 2022.

Irene Lopez
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0011 AUTHORIZING THE BORROWING OF FUNDS FISCAL YEAR 2022-23 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2022-23 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$8,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

BACKGROUND INFORMATION:

The District Resolution authorizes the District to participate in the TRANS Program and have the County of San Diego issue tax and revenue anticipation notes on behalf of the District in an amount not to exceed \$8 million. The TRANS proceeds will be used to fund potential General Fund cash flow shortfalls occurring in fiscal year 2022-23. In addition, the District Resolution also:

- Lists the representations and covenants the District will make upon closing of the TRANS, including that the District will not borrow more money than allowed by law, that the District is not in default of any debt agreement, that the District will comply with provisions required to maintain the tax-exempt status of the TRANS (if applicable), etc.
- Identifies events of default and their potential remedies.
- Authorizes certain District officials—the President of the Board, the Superintendent and the Chief Business Official—to execute closing documents for the TRANS.
- Approves the forms of various financing documents (the Purchase Agreement, the Trust Agreement and the Preliminary Official Statement) described below.

The Resolution approves the financing documents in form only to be finalized after the sale of the TRANS, many of the financial terms in the documents are blank and will be filled in following the results of the sale.

Form of the Purchase Agreement

The Purchase Agreement between the County and the Underwriter of the TRANS, to be signed on the day of sale, identifies the purchase price that the County will receive on behalf of the participating districts as well as the interest rates and resulting debt service due on the TRANS. The Purchase Agreement also outlines the documents that are required to close the financing and describes the conditions under which the Purchase Agreement may be canceled by the Underwriter.

Form of the Trust Agreements

The Trust Agreements between the Trustee, the County and the school district participants in the Program establish the terms and conditions upon which each school district's TRANS will be aggregated together and delivered to investors. The Trust Agreement identifies additional terms of the TRANS including:

- The pledge and payment dates for the TRANS as well as the debt service amounts.
- The creation of funds and accounts associated with each participating district's TRANS and the application of the TRANS proceeds.
- The role and responsibilities of the Trustee.
- How and when the legal documents may be amended.

There are two Trust Agreements provided—Series A-1 for those TRANS that are designated as tax-exempt, and Series A-2 for those TRANS that are designated as federally taxable.

BACKGROUND INFORMATION – Continued

Form of the Preliminary Official Statement

The Preliminary Official Statement (the “POS”) is the offering document containing material information for an investor to make an informed investment decision. The completed version of the POS will be provided to prospective investors approximately one week before the currently planned sale date.

After the sale of the TRANs, the terms of the sale will be incorporated, including the amount of each participating district’s TRANs and interest rates, at which point the document becomes the final Official Statement.

Form of the Preliminary Official Statement – Appendix A

Appendix A of the Preliminary Official Statement contains information about California school districts in general as well as specific financial information about the school district participants in the Program. Note that information for some of the potential participants in the Program has already been included—these participants were involved in separate TRANs issuance earlier this year. Information about the District will be added once the District’s participation in the TRANs is confirmed.

RECOMMENDATION:

Approve and Adopt Resolution No. 22/23-0011. *Marilyn Adrianzen, Chief Business Official, will provide a brief explanation of this item as it relates to payroll.*

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget?

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

RESOLUTION NO. 22/23-0011

RESOLUTION OF SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2022-23 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2022-23 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$8,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts and the County of San Diego (the “County”) are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the legislative body (the “Board”) of the school district specified in Section 22 hereof (the “District”) has determined that an amount not to exceed the maximum amount of borrowing specified in Section 22 hereof (the “Principal Amount”) is needed for the requirements of the District, a political subdivision situated in the County, for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2023 (the “Repayment Fiscal Year”);

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2022-23 Tax and Revenue Anticipation Notes on a tax-exempt or taxable basis, with an appropriate series designation if more than one note is issued (collectively, the “Note”);

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District’s behalf, the Principal Amount by the issuance of the Note;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed 85% of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer’s loan as described in Section 17 hereof);

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in

anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received or accrued by the District and provided for or attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the San Diego County and School District Tax and Revenue Anticipation Note Program (the “Program”), whereby participating school districts and the County (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes, which will be marketed together with some or all of the notes issued by other school districts and the County participating in the Program upon the determination by a District Officer at that time that participation in such Program is in the best financial interests of the District, or alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

WHEREAS, the municipal advisor to the participating school districts (the “Municipal Advisor”) appointed in Section 21 hereof, together with the underwriter and such co-underwriters, if any, identified in the Purchase Agreement hereinafter defined (the “Underwriter”), will structure one or more pools of notes (which may include a single note of one participating school district) or series of note participations (referred to herein as the “Note Participations,” the “Series” and/or the “Series of Note Participations”) on a tax-exempt or taxable basis as may be distinguished, which the District hereby authorizes the Municipal Advisor to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the “Trust Agreement”) between such Issuers and the banking institution named therein as trustee (the “Trustee”);

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the Districts to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in its Note and the notes issued by other Issuers in such Series, if any; if the District Officer determines at the time of issuance of its Note that participation in such Program is in the best financial interests of the District;

WHEREAS, the net proceeds of the Note may be invested under an investment agreement with an investment provider to be determined on behalf of the Issuers by the County

Officer, as hereinafter defined, in the Pricing Confirmation set forth in Exhibit A to the Purchase Agreement hereinafter defined;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement, in substantially the forms presented to the Board;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible for its share of the fees of the Trustee and the costs of issuing the applicable Series of Note Participations;

WHEREAS, pursuant to the Program, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement (the "Purchase Agreement") approved by an Authorized District Representative and the County Officer, as referred to in Section 4;

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which are secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

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

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "Tax and Revenue Anticipation Note Program Note Participations," with an appropriate series designation, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date

set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the “Note Rate”) on a tax-exempt or taxable basis.

If the respective Note as evidenced and represented by the Series of Note Participations is not fully paid at maturity, the unpaid portion thereof shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

Each Note may be issued in conjunction with the note or notes of one or more other Issuers, if any, as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the District Officer at the time of issuance of the Note that participation in such Program is in the best financial interests of the District.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations may be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto, presented to this meeting is hereby approved; provided, however, in the event one or more Authorized District Representatives identified in Section 22 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation. The Auditor and Controller, or in the absence of such officer, his or her assistant, the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant and the Debt Finance Manager (each a “County Officer”) are each hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such County Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District’s pro rata share of Underwriter’s discount on the Note, when added to the District’s share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the amount of the Note; *provided further*, that there shall be no Underwriter’s discount in the event of a private placement of the Series of Note Participations, but such private placement will be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note may be combined with notes of other Issuers, if any, into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the in the proportion that the face amount of the Note which the Series of Note Participations represents bears to the total aggregate face amount of such respective Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of the Trust Agreement presented to this meeting or otherwise to the Board, are hereby approved, and the President or Chairperson of the Board of the District, the Superintendent or the Chief Business Official of the District, as the case may be, or, in the absence of any such officer, his or her assistant (each a “District Officer”) is hereby authorized and directed to execute and deliver the Trust Agreement, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement. The District Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the “Preliminary Official Statement”) relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Underwriter is hereby authorized and directed to cause to be provided to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements thereto, shall be in form “deemed final” by the District for purposes of Rule 15c2-12, promulgated by the Securities and Exchange Commission (the “Rule”), unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the “Official Statement”). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The District Officer is hereby authorized and directed to provide the Municipal Advisor and the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by the Rule, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers, if any. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or

omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Municipal Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof shall be deemed outstanding and shall not be deemed to be paid until the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold on either a stand-alone basis or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of such other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, and the Note as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District's costs related to the issuance of the Note, if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers, shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a stand-alone basis or the District's share of the costs of issuance if issued in a pool with other Issuers) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create separate accounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the District Officer determines at the time of issuance of the Parity Note that participation in a similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 8. Source of Payment. The Principal Amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders and Owners shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, accrued or held by the District and are provided for or attributable to the Repayment Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenue" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose; and provided further, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof. The District may incur indebtedness

secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and shall request specific amounts from the District's funds on deposit with the County Treasurer-Tax Collector for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of the Note as sequentially numbered Repayment Dates (each individual date a "Repayment Date" and collectively "Repayment Dates") (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in such fund, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the principal of the Note and interest due on the Note, as specified in the related Pricing Confirmation. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in the Trust Agreement, with a fixed rate of return through the Maturity Date.

The District Officer is hereby authorized to approve the determination of the Repayment Dates and percentages of the principal and interest due on the Note at maturity required to be on deposit in the Payment Account on each Repayment Date, all as specified in the related Pricing Confirmation. The execution and delivery of the Pricing Confirmation by the County Officer shall be conclusive evidence of approval by this Board and such District Officer; *provided, however*, that the maximum number of Repayment Dates for each Note shall be six. In the event that on each such Repayment Date, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer-Tax Collector to transfer any District funds then held or later received by the County Treasurer-Tax Collector, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

Any moneys placed in the Payment Account shall be for the benefit of the owner of the Note. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity.

The moneys in the Payment Account shall be used by the Trustee, to the extent necessary, to pay the principal of and interest on the Note. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Note in full, such moneys shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Note and the interest thereon, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust

Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the Pricing Confirmation. In the event the County Officer designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations, and the particulars of which pertaining to interest rate and investment provider will be set forth in the Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the Investment Agreement with respect to the District under the Investment Agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account. The District shall promptly file with the Trustee such financial reports at the times and in the forms required by the Trust Agreement.

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note and (ii) the maturity date of any such Parity Note shall be later than the outstanding Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. The County Officer shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. Said officers of the County are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the related Pricing Confirmation. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt the Resolution and enter into and perform its obligations under the Purchase Agreement and (ii) authorize the County to issue the Note on its behalf.

(B) (i) Upon the issuance of the Note, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder and (ii) the District has full legal right, power and authority to request the County to issue and deliver the Note on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement and the Trust Agreement and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Municipal Advisor and the Underwriter (or owner of the Series of Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note, plus the interest payable thereon, on the date of its issuance, will not exceed 85% of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received or accrued by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 17 hereof).

(G) The County has experienced an *ad valorem* property tax collection rate of not less than 85% of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as

of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least 85% of such amount for the Repayment Fiscal Year.

(H) The District (i) is not currently in default on any debt obligation and (ii) to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Municipal Advisor and the Underwriter and in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Municipal Advisor, the Underwriter (or owners of the Series of Note Participations in the event of a private placement) and the Trustee, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution in any way that would materially adversely affect the interests of the Note holders or Note Participation Owners.

(L) Upon issuance of the Note, the Note and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(N) Except for a Parity Note, if any, issued in accordance with Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) As a condition to the issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2021-22 or Fiscal Year 2022-23 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2021-22 or Fiscal Year 2022-23 within the meaning of Section 42133 of the Education code of the State of California, the District shall provide to the Municipal Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Notes is probable within the meaning of Section 42133 of the Education Code of the State of California.

(P) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2021-22 in at least the minimum amount recommended, and has budgeted to fund its Reserve for Economic Uncertainties for Fiscal Year 2022-23 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

(Q) The District will maintain a positive general fund balance in the Repayment Fiscal Year.

Section 11. Tax Covenants. With respect to any Notes issued on a tax-exempt basis, the District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Without limiting the generality of the foregoing, with respect to any Notes issued on a tax-exempt basis the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be “arbitrage bonds” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. With respect to any Notes issued on a tax-exempt basis, the District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(g) An “Event of Default” under the terms of the resolution, if any, of the County providing for the issuance of the Note.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of the Note.

Section 14. Approval of Actions. The officers of the County mentioned in Section 9 hereof are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as “Authorized Issuer Representatives” under the Trust Agreement.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Note or any other obligation of the District hereunder.

Section 17. Treasurer's Loans. To the extent necessary in the judgment of the District Officer, the District Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code and the interest thereon.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the governing board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer-Tax Collector of the County and to the County Superintendent of Schools.

Section 19. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the Board of Supervisors providing for the issuance and sale of the Note, or related to the proceedings for sale, award, issuance and delivery of the Note in connection with the Program, or in connection with any information pertaining to the District included in (or omitted from but required to be stated in) the Preliminary Official Statement or the final Official Statement. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 20. Appointment of Bond Counsel. The law firm of Hawkins Delafield & Wood LLP, Los Angeles, California is hereby appointed Bond Counsel for the District. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Bond Counsel described above, the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 21. Appointment of Municipal Advisor. Any District Officer is hereby authorized, in consultation with the San Diego County Office of Education, to appoint Government

Financial Strategies Inc. to serve as Municipal Advisor for the District in connection with the Program, and to execute an agreement for Municipal Advisory services with such firm.

Section 22. Resolution Parameters.

- (a) Name of District: San Ysidro School District
- (b) Maximum Amount of Borrowing: \$8,000,000
- (c) Authorized District Representatives:
 - (1) President of the Board
 - (2) Superintendent
 - (3) Chief Business Official

Section 23. Severability. In the event any provision of this Resolution 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 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

EXHIBIT A

FORM OF NOTES

SAN YSIDRO SCHOOL DISTRICT

COUNTY OF SAN DIEGO, CALIFORNIA

2022-23 TAX AND REVENUE ANTICIPATION NOTE

Interest Rate
%

Maturity Date
June 30, 2023

Date of
Original Issue
_____, 2022

REGISTERED OWNER:

PRINCIPAL AMOUNT: \$

FOR VALUE RECEIVED, the above identified school district (the "District"), located in the County of San Diego, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Interest Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wilmington Trust, N.A., in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2023 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Note, the District has pledged certain Unrestricted Revenues of the District (the "Pledged Revenues") received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" exclude any moneys required to be used to repay a treasurer's loan, as more particularly described in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF SAN DIEGO

By: _____
County Officer

Countersigned

By: _____
Clerk of the Board of Supervisors

SECRETARY'S CERTIFICATE

I, Gina A. Potter, Ed.D., Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a Governing Board meeting of the Board duly and regularly held at the regular meeting place thereof on the 19th day of May, 2022, of which meeting all of the members of said had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California, and a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

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

Dated: May 19, 2022

Secretary of the Board

TRUST AGREEMENT

by and among

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee,

THE COUNTY OF SAN DIEGO

and

**CERTAIN SAN DIEGO COUNTY SCHOOL DISTRICTS
NAMED HEREIN**

**COUNTY OF SAN DIEGO
AND SAN DIEGO COUNTY SCHOOL DISTRICTS
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS
SERIES 2022A-1**

Dated as of [Dated Date]

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TRUST AGREEMENT

This Trust Agreement (the “Trust Agreement”), dated as of [Dated Date], by and among WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the “Trustee”), the County of San Diego (the “County”) and the San Diego County School Districts named in Schedule I hereto (the “Districts”);

W I T N E S S E T H:

WHEREAS, the Districts (collectively, the “Issuers”) have determined to simultaneously issue their Tax and Revenue Anticipation Notes, all having the same maturity date and in the respective principal amounts set forth in Schedule I hereto (individually, a “Note” and collectively, the “Notes”) and to deposit the Notes with the Trustee and participate in the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program (the “Program”); and

WHEREAS, each Issuer is a participant in the Program; and

WHEREAS, each Issuer participating in the Program desires to have its Note marketed together with the Notes issued by the other Issuers participating in the Program in order to achieve a lower net interest cost and lower costs associated with issuing its Note; and

WHEREAS, each Issuer has designated the Trustee to act as its trustee with respect to the funds received by the Issuer from the sale of its Note and with respect to the moneys paid by the Issuer in satisfaction of its Note; and

WHEREAS, the County has executed a pricing confirmation on behalf of each Issuer participating in the Program, confirming the sale to J.P. Morgan Securities LLC (the “Purchaser”), as representative of itself and Citigroup Global Markets Inc., of its Note and the Note Participations (described herein) which evidence and represent proportionate and undivided interests in its Note and the Notes issued simultaneously by the other Issuers participating in the Program and constituting part of the same Series of Note Participations; and

WHEREAS, each Issuer participating in such Series has authorized and directed the Trustee to execute and deliver on its behalf pursuant to the terms of the Trust Agreement, the Note Participations; and

WHEREAS, the Trustee, pursuant hereto accepts the deposits of the Notes by the Issuers; and

WHEREAS, in consideration of such deposits and the execution and entering into of the Trust Agreement, the Trustee has agreed to execute and deliver note participations, as more fully described herein (the “Note Participations”) in an aggregate principal amount equal to the aggregate principal amount of the Notes, each evidencing and representing a proportionate, undivided interest in the Notes; and

WHEREAS, the issuance of the Notes and the approval of the execution and delivery of the Trust Agreement and the Note Participations have been in all respects duly and validly authorized by the governing boards of the Issuers pursuant to resolutions duly adopted (collectively, the “Note Resolutions”); and

WHEREAS, the Note Participations and the form of assignment to be endorsed thereon are to be substantially in the form set forth in Exhibit A, with necessary or appropriate variations, omissions and insertions, as permitted or required hereby, and the text of such Note Participation shown as appearing on the back of such Note Participation may be inserted on the front thereof in place of the paragraph referring to such text; and

WHEREAS, the Trustee has accepted the trust created by this Trust Agreement and in evidence thereof has joined in the execution hereof; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Trust Agreement and delivery of the Note Participations do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Note Participations and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Authorized Issuer Representative” means the President or Secretary of the governing board of a District or Superintendent of a District or such other officers of a District designated in the District Note Resolution or any other person at the time designated to act on behalf of such District by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of such District by the President or the Secretary of the governing board of a District or Superintendent of such District; or in the case of the County, if the County is an Issuer hereunder, means the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant, the Auditor and Controller, or, in the absence of such officer, his or her assistant and the Debt Finance Manager, or such other officers of the County designated in the County Note Resolution or any other person at the time designated to act on behalf of the County

by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the County by an Authorized Issuer Representative.

“Business Day” means any day except Saturday, Sunday or any day on which banking institutions or trust companies located in the city in which the designated corporate trust office of the Trustee is located, or in the City of Costa Mesa, California are required or authorized by law, regulation or executive order to remain closed.

“Certificate” or “Request” with respect to an Issuer means an instrument in writing signed on behalf of such Issuer by the Authorized Issuer Representative.

“Code” means the Internal Revenue Code of 1986 and the regulations issued or applicable thereunder.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to an Issuer and related to the authorization, execution and delivery of the Notes and the related sale of the Note Participations, including, but not limited to, costs of preparation and reproduction of documents, filing and recording fees, fees and charges of the Trustee and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, fees and charges for preparation, execution and safekeeping of the Note Participations and any other costs, charges or fees in connection with the original execution and delivery of the Note Participations and the issuance of the Notes.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.02.

“County” means the County of San Diego, California.

“Defaulted Note” means a Note any of the principal of or interest on which is not paid on the Maturity Date.

“Default Rate” means the Note Rate payable with respect to the outstanding portion of each Defaulted Note.

“Issuers” means the San Diego County school districts listed in Schedule I hereto and in each case their successors and assigns.

“Interest Fund” means the fund by that name established in Section 3.02.

“Interest Payment Date” means the Maturity Date.

“Maturity Date” means [Maturity Date].

“Moody’s” means Moody’s Investors Service, Inc., a corporation duly organized and existing by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the County.

“Note Participation Payment Fund” means the fund by that name established in Section 3.02.

“Note Participations” means the \$[Principal Amount] County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022A-1 authorized hereby and at any time Outstanding hereunder that are executed and delivered by the Trustee under and pursuant to Article II.

“Notes” means the tax and revenue anticipation promissory notes issued by the Issuers in the respective aggregate principal amounts described in Schedule I hereto.

“Note Rate” means the rate of interest payable on the Note at maturity.

“Note Resolutions” means the respective resolutions adopted by the governing boards of the Issuers authorizing the issuance of the Notes and approving the execution and delivery of this Trust Agreement and the Note Participations.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed by a majority of the Issuers.

“Outstanding,” when used as of any particular time with reference to Note Participations, means (subject to the provisions of Section 9.02) all Note Participations except —

(1) Note Participations cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Note Participations paid or deemed to have been paid within the meaning of Section 10.01; and

(3) Note Participations in lieu of or in exchange or substitution for which other Note Participations shall have been executed and delivered by the Trustee hereunder.

“Owner” means the registered owner of any Outstanding Note Participation.

“Payment Accounts” means the subaccounts created in the Note Participation Payment Fund under Section 3.02.

“Permitted Investments” means any of the following to the extent then permitted by law:

(1) United States of America Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal;

(2) Any obligations which are then legal investments for moneys of the Issuers under the laws of the State of California; provided, that if such investments are not fully insured by the Federal Deposit Insurance Corporation, such investments shall be, or shall be issued by entities the debt securities of which are, rated in the highest short-term or one of the two highest long-term rating categories by Moody’s and S&P, including any fund

for which the Trustee, or any of its affiliates provides management, advisory, or sponsorship service;

(3) Units of a money-market fund portfolio composed of obligations either issued by United States government sponsored enterprises or guaranteed by the full faith and credit of the United States of America rated in one of the two highest rating categories by Moody's and S&P, including any funds for which the Trustee, or any of its affiliates, provides management, advisory or sponsorship services;

(4) An investment agreement, including a repurchase agreement, with a financial entity, or with a financial entity whose obligations are guaranteed or insured by a financial entity, whose senior debt is rated in one of the two highest long-term rating categories by Moody's and S&P or is collateralized by investments listed in subsection (1) hereof as required by S&P and Moody's to be rated in one of the two highest rating categories; or

(5) The San Diego County Investment Pool; or

(6) Any securities required or permitted to be used to collateralize an investment agreement, to the extent such securities are used to collateralize an investment agreement; or

(7) Any other investment rated in one of the two highest rating categories by Moody's and S&P approved by the County.

"Principal Fund" means the fund by that name established in Section 3.02.

"Principal Office of the Trustee" means the corporate trust office of the Trustee, which, for the Trustee initially appointed hereunder, is located in Costa Mesa, California, *provided* that a different office may be designated by the Trustee in writing to the County.

"Principal Payment Date" means the date on which principal evidenced and represented by the Note Participations becomes due and payable, being the Maturity Date.

"Proceeds Fund" means the fund by that name established in Section 3.02.

"Proceeds Subaccounts" means the Proceeds Subaccounts created in the Proceeds Fund under Section 3.03(b).

"Program" means the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program pursuant to which the Note Participations are executed and delivered to assist Issuers in financing cash flow deficits.

"Purchaser" means J.P. Morgan Securities LLC, on behalf of itself and Citigroup Global Markets Inc., as Purchaser of the Note Participations evidencing and representing interests in the Notes.

“Rating Agency” means each national rating agency then maintaining a rating on the Note Participations.

“San Diego County Investment Pool” means the San Diego County Investment Pool administered by the San Diego County Treasurer-Tax Collector.

“S&P” means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the County.

“Trust Agreement” means this Trust Agreement executed and entered into as of [Dated Date], by and among the Trustee, the County and the Issuers, as originally executed and entered into and as it may from time to time be amended or supplemented in accordance herewith.

“Trustee” means Wilmington Trust, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its principal corporate trust office in Costa Mesa, California, or any other bank or trust company at its principal corporate trust office which may at any time be substituted in its place as Trustee as provided in Section 8.02.

Section 1.02. Equal Security. In consideration of the acceptance of the Note Participations by the Owners, the Trust Agreement shall be deemed to be and shall constitute a contract among the Trustee, the Issuers and the Owners to secure the full and final payment of the interest and principal evidenced and represented by the Note Participations, subject to the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to benefit, protection or security of any Note Participations over any other Note Participations by reason of the number or date thereof or the time of execution or delivery thereof or otherwise for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

CONDITIONS AND TERMS OF NOTE PARTICIPATIONS

Section 2.01. Preparation of Note Participations. The Trustee is hereby authorized and directed to prepare the Note Participations in the aggregate principal amount of \$[Principal Amount], evidencing and representing the aggregate principal amount of the Notes and each evidencing and representing a proportionate, undivided interest in the Notes. The Note Participations shall be initially delivered in the form of one Note Participation and shall be registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York (“DTC”). The Issuers hereby authorize the Trustee to execute a letter of representations to be delivered to DTC in connection with the delivery of the Note Participations (the “Representation Letter”).

Each Issuer participating in the Program is the issuer of its Note which, when combined with the Notes of other Issuers participating in the Program and the same Series, shall be evidenced by the Note Participations which evidence and represent a proportionate and undivided interest in the Note of each Issuer, such that each Issuer participating in the Program is severally, and not jointly, liable on each such Note Participation in the proportion that the face amount of such Issuer's Note bears to the total aggregate face amount of the Notes issued by all Issuers participating in the Program. Each Issuer participating in the Program has, pursuant to its Note Resolution, authorized and directed the Trustee on behalf of that Issuer to prepare and execute the Note Participations and to deliver the Note Participations to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Section 2.02. Denominations, Medium, Method and Place of Payment and Dating of Note Participations. The Note Participations shall be prepared in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof. The interest and principal evidenced and represented by the Note Participations shall be payable in lawful money of the United States of America. The interest evidenced and represented by the Note Participations shall be payable on each Interest Payment Date, and the principal evidenced and represented by the Note Participations shall be payable on the Principal Payment Date upon surrender thereof by the respective Owners thereof at the Principal Office of the Trustee. If the Nominee of the Bonds is registered to Cede & Co., payment of principal and any premiums shall be made without presentment. The Trustee may treat the Owner of any Note Participation as the absolute owner of such Note Participation for all purposes, whether or not such Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by such Note Participation shall be made only to such Owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by such Note Participation to the extent of the sum or sums so paid. All Note Participations paid pursuant to the provisions of this section shall be cancelled and destroyed by the Trustee and shall not be redelivered and a certificate of destruction shall be delivered to the Purchaser.

The Note Participations shall be dated the date of initial execution and delivery thereof and shall evidence and represent principal of the Notes and interest accrued thereon from the date of initial issuance of the Notes and execution and delivery of the Note Participations hereunder.

The "Record Date" for purposes of determining ownership of Note Participations on the Registration Books maintained by the Trustee shall be the Business Day immediately preceding each Interest Payment Date on the Note Participations.

Section 2.03. Payment Dates of Note Participations. The Note Participations shall have the Principal Payment Date of [Maturity Date] and shall evidence and represent proportionate, undivided interests in the aggregate principal of the Notes in the amount of \$[Principal Amount], with interest thereon at the rate of [_____] % per annum.

The interest evidenced and represented by the Note Participations shall become due and payable on each Interest Payment Date, and shall be in sum the interest payments becoming due and payable on the Notes on such Interest Payment Date. The interest payable on the Notes and

evidenced and represented by the Note Participations shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The principal evidenced and represented by the Note Participations shall become due and payable on the Principal Payment Date, without option of prepayment and shall be in sum the principal becoming due and payable on the Notes on the Principal Payment Date.

Section 2.04. Form of Note Participations. The Note Participations and the form of assignment to appear thereon shall be in substantially the forms in Exhibit A hereto, respectively, with appropriate or necessary insertions, omissions and variations as permitted or required thereby or hereby. The Note Participations may be prepared in typewritten, lithographed or printed form.

Section 2.05. Execution of Note Participations. The Note Participations shall be executed by the manual signature of an authorized officer of the Trustee.

Section 2.06. Transfer and Exchange of Note Participations. All Note Participations are transferable or exchangeable by the Owner thereof, in person or by his attorney duly authorized in writing, at the Principal Office of the Trustee in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07, upon surrender of such Note Participations accompanied by delivery of a duly executed written instrument of transfer or exchange in a form acceptable to the Trustee. Whenever any Note Participation or Note Participations shall be surrendered for transfer or exchange, the Trustee shall execute and deliver a new Note Participation or Note Participations of authorized denominations representing the same aggregate principal amount, except that the Trustee shall require the payment by any Owner requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer or exchange. All Note Participations surrendered pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

Section 2.07. Note Participation Registration Books. The Trustee will keep at its Principal Office sufficient books for the registration of the ownership, transfer or exchange of the Note Participations, which books shall be available for inspection by the Issuers or any Owner or his agent duly authorized in writing at reasonable hours and under reasonable conditions during regular business hours; and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register the ownership, transfer or exchange of the Note Participations in such books as hereinabove provided. The ownership of any Note Participations may be proved by the books required to be kept by the Trustee pursuant to the provisions of this section.

Section 2.08. Temporary Note Participations. The Note Participations may be initially delivered in temporary form exchangeable for definitive Note Participations when ready for delivery, which temporary Note Participations shall be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Trustee, shall be in fully registered form and shall contain such reference to any of the provisions hereof as may be appropriate. Every temporary Note Participation shall be executed and delivered by the Trustee upon the same conditions and terms and in substantially the same manner as definitive Note Participations. If the Trustee executes and delivers temporary Note Participations, it will prepare and execute definitive Note Participations without delay, and in that case, upon demand of the Owner of any temporary

Note Participations, such definitive Note Participations shall be exchanged without cost to such Owner for temporary Note Participations at the Principal Office of the Trustee upon surrender of such temporary Note Participations, and until so exchanged such temporary Note Participations shall be entitled to the same benefit, protection and security hereunder as the definitive Note Participations executed and delivered hereunder. All temporary Note Participations surrendered pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

Section 2.09. Note Participations Mutilated, Destroyed, Lost or Stolen. If any Note Participation shall become mutilated, the Trustee shall execute and deliver a new Note Participation of like tenor in exchange and substitution for the Note Participation so mutilated, but only upon surrender to the Trustee of the Note Participation so mutilated, and every mutilated Note Participation so surrendered to the Trustee shall be cancelled by it. If any Note Participation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee shall execute and deliver a new Note Participation of like tenor and Principal Payment Date in lieu of and in substitution for the destroyed, lost or stolen Note Participation. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note Participation executed and delivered by it under this section and of the expenses which may be incurred by it under this section. Any replacement Note Participation executed and delivered under the provisions of this section in lieu of and in substitution for any mutilated, destroyed, lost or stolen Note Participation shall be equally and proportionately entitled to the benefit, protection and security hereof with all other Note Participations executed and delivered hereunder; and the Trustee shall not be required to treat both the original Note Participation and any replacement Note Participation as being Outstanding for the purpose of determining the principal amount of Note Participations which may be executed and delivered hereunder or for the purpose of determining any percentage of Note Participations Outstanding hereunder, but both the original and the replacement Note Participation shall be treated as one and the same. Notwithstanding any other provisions of this section, rather than executing and delivering a new Note Participation for a mutilated, destroyed, lost or stolen Note Participation the Principal Payment Date of which has occurred or is about to occur, the Trustee may make payment of the principal evidenced and represented by such mutilated, destroyed, lost or stolen Note Participation directly to the Owner thereof under such regulations as the Trustee may prescribe.

Section 2.10. Special Covenants as to Book-Entry Only System.

(a) Except as otherwise provided in subsections (b) and (c) of this Section 2.10, the Note Participations initially executed and delivered hereunder shall be registered in the name of Cede & Co., as nominee for DTC, or such other nominee as DTC may request. Payment of the principal and interest represented by each Note Participation registered in the name of Cede & Co. shall be made to the account, in the manner and at the address indicated in or pursuant to the Representation Letter delivered to DTC by the Trustee.

(b) The Note Participations executed and delivered hereunder shall be in the form of a single fully registered certificate for each maturity. Upon initial execution of the Note Participations, the ownership of all such Note Participations shall be registered in the registration records maintained by the Trustee pursuant to Section 2.07 in the name of Cede & Co., as nominee

of DTC, or such other nominee as DTC may request. The Trustee, the Issuers and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Note Participations registered in its name for the purposes of payment of the principal and interest represented by such Note Participations, selecting the Note Participations or portions thereof to be prepaid, giving any notice permitted or required to be given to an Owner under the Trust Agreement, registering the transfer of Note Participations, obtaining any consent or other action to be taken by the Owners and for all other purposes whatsoever; and neither the Trustee nor the Issuers shall be affected by any notice to the contrary. Neither the Trustee nor the Issuers shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 2.10, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Note Participations under or through DTC or any Participant, or any other person which is not shown on the registration records as being an Owner, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal or interest represented by such Note Participations, (iii) any notice which is permitted or required to be given to the Owners under the Trust Agreement, (iv) the selection by DTC or any Participant of any person to receive payment in the event, if any, of a partial prepayment of the Note Participations, or (v) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal of and interest represented by the Note Participations only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Note Participations will be transferable to such new nominee in accordance with subsection (f) of this Section 2.10.

(c) In the event that 20% of the Issuers determine that it is in the best interests of the Issuers or the beneficial owners of the Note Participations that they be able to obtain certificates, the Trustee shall, upon the written instruction of 20% of the Issuers, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of certificates. In such event, the Note Participations will be transferable in accordance with subsection (f) of this Section 2.10. DTC may determine to discontinue providing its services with respect to the Note Participations at any time by giving written notice of such discontinuance to the Issuers and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Note Participations will be transferable in accordance with subsection (f) of this Section 2.10. Whenever DTC requests the Issuers or the Trustee to do so, the Trustee and the Issuers will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the Note Participations then Outstanding. In such event, the Note Participations will be transferable to such securities depository in accordance with subsection (f) of this Section 2.10, and thereafter, all reference in this Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Note Participations Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal and interest represented by each such Note Participation and all notices with respect to each such Note Participation shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

(f) In the event of any transfer or exchange of Note Participations under subsection (b) or (c) of this Section 2.10, such transfer or exchange shall be accomplished upon receipt by the Trustee from the Owner thereof of the Note Participations to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Section 2.06. In the event Note Participations are executed and delivered to Owners other than Cede & Co., its successor as nominee for DTC as holder of all the Note Participations, another securities depository as Owners of all the Note Participations, or the nominee of such successor securities depository, the provisions of Sections 2.02, 2.03 and 2.06 shall also apply to, among other things, the registration, exchange and transfer of the Note Participations and the method of payment of principal, premium, if any, and interest represented by the Note Participations.

ARTICLE III

PROCEEDS OF NOTE PARTICIPATIONS

Section 3.01. Delivery of Note Participations. The Trustee is hereby authorized to execute and deliver the Note Participations to the Purchaser upon receipt of a written request of the Issuers, the Notes and the proceeds of sale of the Note Participations.

Section 3.02. Establishment of Funds and Deposit of Proceeds of Note Participations. The Trustee hereby agrees to establish and maintain hereunder, in trust, the Costs of Issuance Fund, the Proceeds Fund and the Proceeds Subaccounts therein, the Note Participation Payment Fund and the Payment Accounts therein, the Interest Fund and the Principal Fund. The proceeds received from the sale of the Note Participations are to be deposited in the following funds in the following amounts:

Proceeds Fund	\$
Costs of Issuance Fund	

Section 3.03. Use of Money in the Costs of Issuance Fund and the Proceeds Fund; Additional Deposits to Proceeds Fund.

(a) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance upon receipt of (i) a Request of the Auditor and Controller of the County, which shall be sequentially numbered, stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund and (ii) an original invoice or invoices or evidence of payment of an invoice when such requisition is in reimbursement thereof. On [Month prior to maturity date] 10, 2023, or on such earlier date upon Request of the Auditor and Controller of the County, amounts, if any, remaining in the Costs of Issuance Fund (and not required to pay identified Costs of Issuance (as identified in writing to the Trustee by the Issuers), including any

additional fees or expenses of the Trustee, shall be transferred to the Note Participation Payment Fund and credited to the Payment Accounts therein in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each Issuer or based upon unused amounts deposited by each Issuer.

(b) All money in the Proceeds Fund shall be held by the Trustee in trust. Funds in the Proceeds Fund shall be credited to subaccounts of that Fund (the "Proceeds Subaccounts"), one of which shall be established for each of the Issuers, initially in amounts set forth in Schedule II, attached hereto and made a part hereof; provided, however, that as an administrative convenience, the Trustee need not create subaccounts within the Proceeds Fund, but may keep records to account separately for proceeds of the Note Participations allocable to each District's Note on deposit in the Proceeds Fund which records shall constitute each District's Proceeds Subaccount. Moneys in the Proceeds Subaccount shall be disbursed on the closing date to the County Treasurer-Tax Collector; and the County Treasurer-Tax Collector shall invest (or cause to be invested) such amounts in the Permitted Investments.

To the extent that the Trustee holds moneys and/or securities in the Proceeds Subaccount on behalf of an Issuer, there shall be transferred to such Issuer's Payment Account in the Note Participation Payment Fund from the Proceeds Subaccount of such Issuer on any Repayment Date of such Issuer designated on the face of each such Issuer's Note, an amount, but not more than an amount equal to the percentages of the principal and interest due on such Issuer's Note at maturity for the corresponding Repayment Date designated on the face of each such Issuer's Note. Any amounts remaining in a Proceeds Subaccount after the amounts transferred hereunder to the Note Participation Payment Fund have been transferred, shall be returned to the Issuer on or after the Principal Payment Date.

(c) At the option of any Issuer, prior to the Principal Payment Date any Issuer may transfer to the Trustee for deposit and credit to such Issuer's Proceeds Subaccount any funds of the Issuer; *provided* the amount of such transfer, which when added to the amount then on deposit in such Issuer's Proceeds Subaccount, is less than or equal to the amount of Note Participation proceeds initially credited to such Issuer's Proceeds Subaccount. Any such deposit shall be accompanied by a Deposit Notice in the form attached hereto as Exhibit C.

ARTICLE IV

TRUSTEE'S DUTIES REGARDING NOTES

Section 4.01. Return of Paid Notes. Each Note, when paid in full, shall be cancelled by the Trustee and returned to the Issuer that issued such Note.

ARTICLE V

NOTE PAYMENTS

Section 5.01. Deposit of Notes. The Notes, as evidenced and represented by the Note Participations, are hereby irrevocably deposited with and pledged and transferred to the Trustee, who is the registered owner of each Note for the benefit of the Owners of the Note Participations, and the payments on the Notes shall be used for the punctual payment of the interest and principal evidenced and represented by the Note Participations, and the Notes shall not be used for any other purpose while any of the Note Participations remain Outstanding. This deposit, transfer and pledge shall constitute a first and exclusive lien on the principal and interest payments of the Notes for the foregoing purpose in accordance with the terms hereof. The Trustee hereby accepts the deposit of the Notes.

All principal and interest payments on the Notes shall be paid directly by the Issuers to the Trustee. All principal and interest payments on the Notes received by the Trustee shall be held in trust by the Trustee under the terms hereof and shall be deposited by it, as and when received, in the appropriate Payment Account within the Note Participation Payment Fund, which fund the Trustee hereby agrees to maintain so long as any Note Participations are Outstanding, and all money in such fund shall be held in trust by the Trustee for the benefit of the Issuer submitting such money until deposited in the funds specified in Section 5.02, whereupon such money shall be held in trust in such funds by the Trustee for the benefit and security of the Owners to the extent provided herein. Pursuant to each Issuer's Note Resolution, each Issuer is required to deposit amounts with the Trustee on the dates identified as such Issuer's Repayment Dates (as defined in such Issuer's Note Resolution) until the amount on deposit in such Issuer's Payment Account is equal to the percentages of the principal and interest due on such Issuer's Note required on each Repayment Date. Any such deposit may take into consideration anticipated investment earnings on amounts deposited in any Permitted Investments through the Maturity Date. If any Issuer fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such Issuer and each Rating Agency of such failure. If the Trustee receives Note repayments from an Issuer in excess of the amounts required to pay the principal of and interest due on such Issuer's Note on the Principal Payment Date, such excess amounts shall remain in the appropriate Issuer's Payment Account in the Note Participation Payment Fund and shall be transferred to such Issuer following payment of the amount of Note Participations evidencing and representing such Issuer's Note. The Issuers, to the extent they have any interest in such fund, hereby pledge, transfer, assign and grant a lien on and a security interest in the Note Participation Payment Fund to the Trustee for the benefit of the Owners.

Section 5.02. Deposit of Money in the Note Participation Payment Fund. The Trustee shall deposit the money contained in the Note Participation Payment Fund at the following respective times in the following respective funds in the manner hereinafter provided, each of which funds the Trustee hereby agrees to maintain so long as any Note Participations are Outstanding, and the money in each of such funds shall be disbursed only for the purposes and uses hereinafter authorized:

(a) Interest Fund. The Trustee, on each Interest Payment Date, shall deposit in the Interest Fund that amount of money representing the interest becoming due and payable

on the Notes on such Interest Payment Date. All money in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest evidenced and represented by the Note Participations on each Interest Payment Date.

(b) Principal Fund. The Trustee, on the Principal Payment Date, shall deposit in the Principal Fund that amount of money representing the principal becoming due and payable on the Notes on such Principal Payment Date. All moneys in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal evidenced and represented by the Note Participations on the Principal Payment Date.

To the extent moneys in an Issuer's Payment Account are insufficient to pay all of the principal of and interest on such Issuer's Note at maturity, the money in such Issuer's Payment Account shall be applied first to pay interest on such Issuer's Note and second to pay principal of such Issuer's Note.

Moneys in any Issuer's Payment Account shall not be used in any manner (directly or indirectly) to make up any deficiency in any other Issuer's Payment Account.

ARTICLE VI

COVENANTS

Section 6.01. Compliance with Trust Agreement. The Trustee will not execute or deliver any Note Participations in any manner other than in accordance with the provisions hereof; and the Issuers will not suffer or permit any default to occur hereunder, but will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by them.

Section 6.02. Amendment of Notes. The Issuers and the Trustee will not amend or permit the amendment of the Notes without (a)(1) a determination that such amendment does not materially adversely affect the interest of the Owners or (2) the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding, and (b) an Opinion of Counsel to the effect that such amendment will not cause interest on the Notes to be included in gross income for federal income tax purposes; *provided* that no such amendment shall reduce the rate of interest or amount of principal or extend the time of payment thereof with respect to any Note.

Section 6.03. Observance of Laws and Regulations. The Issuers will faithfully observe and perform all lawful and valid obligations or regulations now or hereafter imposed on them by contract, or prescribed by any state or national law, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such observance or performance is material to the transactions contemplated hereby.

Section 6.04. Tax Covenants. (a) The Issuers will not take any action or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Notes, as evidenced and represented by the Note

Participations, under Section 103 of the Code. The Issuers will not directly or indirectly use or permit the use of any proceeds of the Note Participations or the obligations which they evidence and represent or any other funds held hereunder or take or omit to take any action that would cause the Note Participations or the obligation which they represent to be “private activity bonds” within the meaning of Section 141(a) of the Code or obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code.

(b) The Issuers will not directly or indirectly use or permit the use of any proceeds of the Note Participations or the obligations which they represent or any other funds held hereunder or take or omit to take any action that would cause the Note Participations or the obligations which they evidence and represent to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the Issuers have covenanted to comply with all requirements of Section 148 of the Code to the extent applicable to the Notes. In the event that at any time any Issuer is of the opinion (which opinion may be based on an Opinion of Counsel), that for purposes of this Section 6.04(b) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under the Trust Agreement with respect to such Issuer, such Issuer shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Section 6.05. Liens. So long as any Note Participations are Outstanding, or any Predefault Obligation is outstanding, the Issuers will not create or suffer to be created any pledge of or lien on the Notes other than the pledge and lien hereof.

Section 6.06. Accounting Records and Statements. The Trustee shall keep proper books of record and account in accordance with industry standards in which complete and correct entries shall be made of all transactions made by the Trustee relating to the receipt, investment, disbursement, allocation and application of all funds received by the Trustee hereunder. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each investment: (a) its purchase price; (b) identifying information, including principal amount, coupon rate, and payment dates; (c) the amount received at maturity or its sale price, as the case may be; (d) the amounts and dates of any payments made with respect thereto; and (e) such documentation as is required to be obtained as evidence to establish that all investments have been purchased in arms’ length transactions with no amounts paid to reduce the yield on the investments.

Such records shall be open to inspection by any Issuer at any reasonable time during regular business hours on reasonable notice. The Trustee shall provide monthly statements of receipts, deposits and disbursements of the funds held hereunder for all the Issuers to the County Office of Education, the Auditor and Controller of the County and the Issuer's financial advisor; and the same information with respect to each Issuer’s own funds held hereunder, to each respective Issuer. Not later than the Principal Payment Date and upon retirement of all Note Participations, the Trustee will furnish to the Issuers, the County Office of Education, the Auditor and Controller of the County and the Issuer's financial advisor, and to any Owner who may so request (at the expense of such Owner) a complete statement covering the receipts, deposits and disbursements of the funds hereunder.

Section 6.07. Recordation and Filing. The Issuers will file, record, register, renew, refile and rerecord all such documents, including financing statements (or continuation statements in connection therewith), as may be required by law in order to maintain at all times a security interest in the Notes under and pursuant to the Trust Agreement, all in such manner, at such times and in such places as may be required in order to fully perfect, preserve and protect the benefit, protection and security of the Owners and the rights of the Trustee hereunder, and the Issuers will do whatever else may be necessary or be reasonably required in order to perfect and continue the pledge of and lien on the Notes as provided herein.

Section 6.08. Further Assurances. Whenever and so often as requested to do so by the Trustee or any Owner, the Issuers will promptly execute and deliver, or cause to be executed and delivered, all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners the benefit, protection and security conferred, or intended to be conferred, upon them hereby.

Section 6.09. Indemnification of the County. The Issuers shall indemnify the County, its officers, directors, employees and agents for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the County's acceptance or administration of the County's duties hereunder or under the Note Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the County's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Trust Agreement or discharge of the Notes.

ARTICLE VII

DEFAULT AND LIMITATIONS OF LIABILITY

Section 7.01. Action on Default. If any default in the payment of principal of or interest on a Note or any other "Event of Default" defined in a Note Resolution shall occur and be continuing, or if any default shall be made by an Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part herein contained and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given to such Issuer by the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Note Participations at the time Outstanding, then such default shall constitute an "Event of Default" hereunder, and in each and every such case during the continuance of such Event of Default the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Note Participations at the time Outstanding shall be entitled, upon notice in writing to such Issuer, but subject to the provisions of Section 7.05, to exercise the remedies provided to the owner of the Note then in default or under the Note Resolution pursuant to which it was issued; *provided*, that nothing contained herein shall affect or impair the right of action of any Owner to institute suit directly against the Issuer to enforce payment of the obligation evidenced and represented by such Owner's Note Participation.

The Owners of Note Participations, for purposes of the Trust Agreement and the Note Resolution of each Issuer, to the extent of their interest, shall be treated as owners of the Notes and shall be entitled to all rights and security of the owners of Notes pursuant to each Note and Note Resolution and the Trust Agreement, and shall be treated for all purposes as owners of the Notes. Each Issuer recognizes the rights of the Owners of the Note Participations, acting directly or through the Trustee, to enforce the obligations and covenants contained in its Note, its Note Resolution and the Trust Agreement; provided that in no event shall an Issuer be liable for any obligations, covenants or damages except those which arise out of its Note and its Note Resolution, and, in particular, no Issuer shall be liable for any obligations, liabilities, acts or omissions of any other Issuer.

Section 7.02. Other Remedies of the Trustee. The Trustee shall have the right

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights hereunder against any Issuer or any trustee, member, officer or employee thereof, and to compel such Issuer or any such trustee, member, officer or employee thereof to observe or perform its or his duties under applicable law and the agreements, conditions, covenants and terms contained herein, or in the applicable Note and Note Resolution, required to be observed or performed by it or him;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any default hereunder to require any Issuer and any trustee, member, officer and employee to account as the trustee of any express trust.

Section 7.03. Non-Waiver. A waiver by the Trustee of any default hereunder or breach of any obligation hereunder shall not affect any subsequent default hereunder or any subsequent breach of an obligation hereunder or impair any rights or remedies on any such subsequent default hereunder or on any such subsequent breach of an obligation hereunder. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default hereunder shall impair any such right or remedy or shall be construed to be a waiver of any such default hereunder or an acquiescence therein, and every right or remedy conferred upon the Trustee by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee or the Issuers, the Trustee and the Issuers shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.04. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall be deposited into the segregated Payment Account of the Note Participation Payment Fund relating to the defaulting Issuer's Note and be applied by the Trustee after payment of all amounts due and payable under Section 8.03 hereof in the following order upon presentation of the several Note Participations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if

fully paid; provided that the Trustee shall obtain and follow the instructions contained in an Opinion of Counsel and rebate or set aside for rebate from the specified funds held hereunder any amount pursuant to such instructions required to be paid to the United States of America under the Code:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all payments of interest evidenced and represented by the Note Participations then due in the order of the due date of such payments, and, if the amount available shall not be sufficient to pay in full any payment or payments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal evidenced and represented by any Note Participations which shall have become due, in the order of their due dates, with interest on the overdue principal and interest represented by the Note Participations at a rate equal to the Default Rate and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the Note Participations on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

Section 7.05. Remedies Not Exclusive. No remedy conferred herein upon or reserved herein to the Trustee is intended to be exclusive and all remedies shall be cumulative and each remedy shall be in addition to every other remedy given hereunder or now or hereafter existing under applicable law or equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other applicable law.

Section 7.06. Exercise of Remedies. Upon the exercise by any Owner of its right of action to institute suit directly against an Issuer to enforce payment of the obligation evidenced and represented by such Owner's Note Participation, any moneys recovered by such action shall be deposited with the Trustee and applied as provided in Section 7.04 and in this Section 7.06.

In the event that, notwithstanding the foregoing, any payment or distribution of any character shall be received by the Trustee or any Owner in contravention of any of the terms hereof such payment or distribution or security shall be received in trust for the benefit of, and shall be paid over or delivered and transferred to, the Note Participation Owners, in accordance with this Trust Agreement. In the event of the failure of the Trustee or any Owner to endorse or assign any such payment, each is hereby irrevocably authorized to endorse or assign the same.

Section 7.07. No Liability by the Issuers to the Owners. Except for the payment when due of the principal of and interest on the Notes (which shall be payable only from moneys available therefor as set forth in Section 8 of the Note Resolutions) and the observance and performance of the other agreements, conditions, covenants and terms contained in the Notes and the Note Resolutions, the Issuers shall not have any obligation or liability to the Owners or with respect to the Trust Agreement or the preparation, execution, delivery, transfer, exchange or cancellation of

the Note Participations or the receipt, deposit or disbursement of the principal of and interest on the Notes by the Trustee, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it.

Section 7.08. No Liability by the Trustee to the Owners. Except as expressly provided herein, the Trustee shall not have any obligation or liability to the Owners with respect to the payment when due of the Notes by the Issuers, or with respect to the observance or performance by the Issuers of the other agreements, conditions, covenants and terms contained in the Notes and the Note Resolutions.

ARTICLE VIII

THE TRUSTEE

Section 8.01. Employment and Duties of the Trustee. The Issuers hereby appoint and employ the Trustee to receive, deposit and disburse the payments on the Notes as provided herein, to prepare, execute, deliver, transfer, exchange and cancel the Note Participations as provided herein, to pay the interest and principal evidenced and represented by the Note Participations to the Owners thereof as provided herein and to perform the other obligations contained herein; all in the manner provided herein and subject to the conditions and terms hereof. By executing and delivering this Trust Agreement, the Trustee undertakes to perform such obligations (and only such obligations) as are specifically set forth herein, and no implied covenants or obligations shall be read herein against the Trustee.

Section 8.02. Removal and Resignation of the Trustee. A majority of Issuers not then in default under their respective Note Resolutions may at any time remove the Trustee initially a party hereto and any successor thereto by giving written notice of such removal to the Trustee and all of the Issuers and by giving notice by first-class mail of such removal to all Owners of Note Participations and the Trustee initially a party hereto and any successor thereto may at any time resign and be discharged from its duties and obligations hereunder by giving written notice of such resignation to the Issuers and by giving notice by mail of such resignation to all Owners of Note Participations. Upon giving any such notice of removal or upon receiving any such notice of removal or resignation, a majority of Issuers shall promptly appoint a successor Trustee by an instrument in writing; provided, that in the event a majority of Issuers do not appoint a successor Trustee within thirty (30) days following the giving of any such notice of removal or the receipt of any such notice of resignation, the removed or resigning Trustee may petition any appropriate court having jurisdiction to appoint a successor Trustee. Any successor Trustee shall be a bank or trust company doing business and having a principal corporate trust office either in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000) and subject to supervision or examination by state or national authorities. 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 as set forth in its most recent report of condition so published.

Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the written acceptance of the appointment by the successor Trustee.

Section 8.03. Compensation of the Trustee. The Issuers, solely from amounts held in the Costs of Issuance Fund or paid by the Issuers specifically for such purpose, shall from time to time, subject to any agreement then in effect with the Trustee, pay the Trustee compensation for its services and reimburse the Trustee for all its advances and expenditures hereunder, including, but not limited to, advances to and fees and expenses of accountants, agents, appraisers, consultants, counsel and other experts employed by it in the observance and performance of its rights and obligations hereunder; provided, that the Trustee shall not have any lien for such compensation or reimbursement against any money held by it in any of the funds established hereunder, although the Trustee may take whatever legal actions are available to it directly against the Issuers to recover such compensation or reimbursement.

Section 8.04. Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, order, 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 hereof, and the Trustee 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 Trustee may consult with counsel, who may be counsel to the Issuers, with regard to legal questions arising hereunder, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith. The Trustee shall have no liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts.

The Trustee shall not be responsible for the sufficiency of the payments on the Notes, or of the assignment made to it of all rights to receive the payments on the Notes and shall not be deemed to have knowledge of any Event of Default unless and until a responsible officer of the Trustee shall have actual knowledge thereof or have received written notice thereof at the Principal Office of the Trustee. The Trustee shall not be accountable for the use or application by the Issuers, or any other party, of any funds which the Trustee properly releases to the Issuers or which the Issuers may otherwise receive from time to time. The Trustee makes no representation concerning, and has no responsibility for, the validity, genuineness, sufficiency, or performance by parties other than the Trustee of the Trust Agreement, any Note Participation, any Note, any Note Resolution, or of any other paper or document, or for taking any action on them (except as specifically and expressly stated for the Trustee in the Trust Agreement), or with respect to any obligation of the Issuers. The Trustee shall, during the existence of any event of default (which has not been cured), exercise such of the rights and powers vested in it by the Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise of use under the circumstances in the conduct of its own affairs. The permissive right of the Trustee to do things enumerated in the Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Whenever in the observance or performance of its rights and obligations hereunder or under the Note Participations the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, 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 Purchaser, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, request, accept and rely on other evidence of such matter or may require such additional evidence as to it may seem reasonable. The Trustee shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Trustee in accordance with the advice of counsel or other professionals retained or consulted by the Trustee. The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care

The Trustee may buy, sell, own, hold and deal in any of the Note Participations and may join in any action which any Owner may be entitled to take with like effect as if it were not a party hereto. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuers, and may act as agent, depository or trustee for any committee or body of Owners or of owners of obligations of the Issuers as freely as if it were not the Trustee hereunder.

The Trustee shall not be answerable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever in connection with the funds established hereunder, except only for its own willful misconduct or negligence. Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Issuers, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by any such party.

No provision hereof shall require the Trustee to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if repayment of such funds or adequate security or indemnity against such risk or liability is not assured to it, and before taking any action hereunder the Trustee may require that security or indemnity satisfactory to it be furnished for all costs and expenses to which it may be put and to protect it from all liability thereunder.

The Issuers will indemnify the Trustee for any liability incurred by the Trustee as a result of the Trustee executing the Representation Letter on behalf of the Issuers.

The Issuers agree to indemnify and hold the Trustee, its officers, directors, employees and agents harmless from and against any loss, liability, cost, expenses, damages, advances or claim whatsoever which it may incur without negligence or willful misconduct on the Trustee's part, arising out of the acceptance of the duties of the Trustee hereunder and the administration thereof or in the exercise or performance of its powers and duties hereunder, or at the direction of the Issuers, including, without limitation, the fees, costs and expenses of the Trustee's attorneys, including costs and expenses of defending against any claim of liability. Such indemnity shall survive the termination and discharge of this Trust Agreement.

The Trustee shall have no responsibility with respect to any information statement, recital or the content of any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Notes and Note Participations.

The Trustee shall be entitled to request and receive written instructions from the Issuers and the Owners and the Trustee shall not be liable with respect to any action taken or not taken by it at the direction of the Issuers or the Owners of a majority in aggregate principal amount of the Note Participations outstanding relating to the exercise of any right or remedy available to the Trustee or the exercise of any trust or power conferred upon the Trustee hereunder.

The Trustee has executed the Note Participations solely in its capacity as Trustee under this Trust Agreement and is not liable thereon in its individual or personal capacity and all payments to be made thereon by the Trustee shall be made solely from funds held by the Trustee under this Trust Agreement.

Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be the successor Trustee under this Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.05. Notices to Rating Agencies. The Trustee shall notify each Rating Agency, in writing, upon occurrence of any of the following events: (i) any amendment, supplement or other change to this Trust Agreement and (ii) any amendment, supplement or other change to any Note Resolution (that the Trustee is aware of); provided, however, that the Trustee shall incur no liability for failure to so notify.

ARTICLE IX

AMENDMENT OF OR SUPPLEMENT TO THE TRUST AGREEMENT

Section 9.01. Amendment or Supplement of Trust Agreement. This Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding, exclusive of Note Participations disqualified as provided in Section 9.02, are filed with the Trustee. No such amendment or supplement shall (1) reduce the rate of interest evidenced and represented by any Note Participation or extend the Interest Payment Date or reduce the amount of principal evidenced and represented by any Note Participation or extend the Principal Payment Date thereof without the prior written consent of the Owner of the Note Participation so affected, or (2) reduce the percentage of Owners whose consent is required by the terms of this Trust Agreement for the execution of certain amendments hereof or supplements hereto, or (3) modify any of the rights or obligations of the Trustee without its prior written consent thereto.

This Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto without the written consents of any Owners in order to make any modifications or changes necessary or appropriate in the Opinion of Counsel to preserve or protect the exclusion from gross income of interest on the Notes for federal income tax purposes or, but only to the extent that such amendment shall not materially adversely affect the interests of the Owners, for any purpose including, without limitation, one or more of the following purposes:

(a) to add to the agreements, conditions, covenants and terms contained herein required to be observed or performed by the Issuers other agreements, conditions, covenants and terms thereafter to be observed or performed by the Issuers, or to surrender any right reserved herein to or conferred herein on the Issuers;

(b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which any Issuer may deem desirable or necessary; or

(c) to modify, amend or supplement this Trust Agreement or any supplement hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Note Participations for sale under the securities laws of the United States of America or of any of the states of the United States of America and, if twenty percent of the Issuers or Bond Counsel so determine, to add to this Trust Agreement or any supplement hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute.

Section 9.02. Disqualified Note Participations. Note Participations held for the account of the Issuers (but excluding Note Participations held in any pension or retirement fund of the Issuers) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Note Participations provided herein, and shall not be entitled to consent to or take any other action provided herein, and the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for herein shall be deemed effective, to reveal if the Note Participations as to which such consent is given are disqualified as provided in this Section.

Section 9.03. Procedure for Amendment with Written Consent of the Owners. The Trust Agreement may be amended by supplemental agreement as provided in this Section 9.03 in the event the consent of the Owners is required pursuant to Section 9.01 hereof. A description of the proposed amendment, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Note Participation at his address as set forth in the Note Participation registration books maintained pursuant to Section 2.07 hereof, but failure to receive copies of such description and request so mailed shall not affect the validity of the supplemental agreement when assented to as in this Section provided. Nothing herein shall be deemed to require the mailing of the supplemental agreement itself to the Owners.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Note Participations then Outstanding (exclusive of Note Participations disqualified as provided in Section 9.02 hereof) and notices shall have been mailed as hereinafter in this Section

provided. Each such consent shall be effective only if accompanied by proof of ownership of the Note Participations for which such consent is given, which proof shall be acceptable to the Trustee. Any such consent shall be binding upon the Owner of the Note Participation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the Trustee has received the required percentage of consents of the Owners of the Note Participations and acknowledged the same to the Issuers.

After the Owners of the required percentage of Note Participations shall have filed their consents to such supplemental agreement, the Trustee shall acknowledge to the Issuers the effectiveness of the agreement and shall mail a notice to the Owners of the Note Participations in the manner hereinbefore provided in this Section for the mailing of such description, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Note Participations and is effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved.

Section 9.04. Endorsement or Replacement of Note Participations after Amendment or Supplement. After the effective date of any action taken as hereinabove provided, the Trustee may determine that the Note Participations may bear a notation by endorsement in form approved by the Trustee as to such action, and in that case upon demand of the Owner of any Outstanding Note Participation and presentation of the Note Participation for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Note Participation. If the Trustee shall so determine, new Note Participations so modified as in the opinion of the Trustee shall be necessary to conform to such action shall be prepared, and in that case upon demand of the Owner of any Outstanding Note Participations such new Note Participations shall be exchanged without cost to each Owner for Note Participations then Outstanding at the office of the Trustee upon surrender of such Outstanding Note Participations. All Note Participations surrendered to the Trustee pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

Section 9.05. Amendment or Supplement by Mutual Consent. The provisions of this Article shall not prevent any Owner from accepting any amendment or supplement as to the particular Note Participations owned by him; provided, that due notation thereof is made on such Note Participations. No amendment or supplement of a Note Participation shall be made without prior compliance with the provisions of this Article IX pertaining to amendment or supplement of this Trust Agreement.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Note Participations and Trust Agreement.

(a) If the Trustee shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Note Participations the interest and principal evidenced and represented thereby at the times and in the manner provided herein and therein, then such Owners shall cease to be entitled to the pledge of and lien on the Notes and any interest in the funds held hereunder as provided herein, and all agreements and covenants of the Issuers to such Owners hereunder and under the Note Resolution shall thereupon cease, terminate and become void and shall be discharged and satisfied.

(b) Any Outstanding Note Participations shall on their Principal Payment Date be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall be on deposit with the Trustee moneys which are sufficient to pay the interest and principal evidenced and represented by such Note Participations payable on and prior to their Principal Payment Date.

(c) Any Outstanding Note Participations shall prior to their Principal Payment Date be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient or United States Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal, and which are not subject to redemption except by the holder thereof prior to maturity (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an independent certified public accountant delivered to the Trustee, to pay when due the interest evidenced and represented by such Note Participations on and prior to their Principal Payment Date and the principal evidenced and represented by such Note Participations.

(d) After the payment of the interest and principal evidenced and represented by all Outstanding Note Participations as provided in this section, at the Request of any Issuer, the Trustee shall execute and deliver to the Issuers all such instruments as Issuers may deem necessary or desirable to evidence the discharge and satisfaction of the Trust Agreement, and the Trustee, after payment of all fees and expenses of the Trustee, shall pay over or deliver to the Issuers all money or deposits or investments held by it pursuant hereto which are not required for the payment of the interest and principal evidenced and represented by such Note Participations.

Section 10.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or principal evidenced and represented by any Note Participations which remains unclaimed for two (2) years after the date when the payments evidenced and represented by such Note Participations have become payable, if such money was held by the Trustee on such date, or

for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and principal evidenced and represented by such Note Participations have become payable, shall be repaid by the Trustee to the Issuers as their interests appear as their absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Issuers for the payment of the interest and principal evidenced and represented by such Note Participations; provided, that before being required to make any such payment to the Issuers, the Trustee may, as a charge on such funds, give notice by mail to all Owners of Note Participations that such money remains unclaimed and that after a date named in such notice, which date shall not be less than sixty (60) days after the date of giving such notice, the balance of such money then unclaimed will be returned to the Issuers.

ARTICLE XI

CONTINUING DISCLOSURE AGREEMENT

Section 11.01. Continuing Disclosure Agreement. Article XI of this Trust Agreement constitutes a continuing disclosure agreement (the “Continuing Disclosure Agreement”), which is entered into by the Issuers and the Trustee for the benefit of the Owners and beneficial owners of the Note Participations and in order to assist the Participating Underwriters in complying with Rule 15c2-12(b)(5) under the Securities Exchange Act of 1934.

Section 11.02. Definitions. In addition to the definitions set forth in Article I, which apply to any capitalized term used in this Article XI unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Disclosure Representative” shall mean the Authorized Issuer Representative of each of the Issuers or his or her designee, or such other officer or employee as any Issuer shall designate in writing to the Dissemination Agent and the Trustee from time to time.

“Dissemination Agent” shall mean Digital Assurance Certification L.L.C. (“DAC”), acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuers and which has filed with the Trustee a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system information about which may be found at the following Internet address: <http://emma.msrb.org/>.

“Financial Obligation” means “financial obligation” as such term is defined in the Rule.

“Listed Events” shall mean any of the events listed in Section 11.03 hereof.

“MSRB” means the Municipal Securities Rule Making Board.

“Participating Underwriter” shall mean any of the original underwriters of the Note Participations required to comply with the Rule in connection with offering of the Note Participations.

“Repository” shall mean EMMA or any other repository designated for purposes of the Rule and recognized by the Securities and Exchange Commission.

“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.

Section 11.03. Reporting of Listed Events.

(a) Pursuant to this Section each Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to its Note and the Note Participations in a timely manner not later than 10 Business Days after the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Note Participations, or other material events affecting the tax status of the Note Participations;
7. modifications to rights of Note Participation holders, if material;
8. Note Participation calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar event of such Issuer;

Note: for the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing 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 Issuer;

13. the consummation of a merger, consolidation, or acquisition involving such Issuer or the sale of all or substantially all of the assets of such Issuer, 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, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of such Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of such Issuer, any of which affect Note Participation holders, if material; and

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of such Issuer, any of which reflect financial difficulties.

(b) The Trustee shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events, without making any determination as to materiality, contact the applicable Disclosure Representative or Representatives, inform such person of the event, and request that the applicable Issuer or Issuers promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f) of this Section. For purposes of this Article XI, “actual knowledge” of such Listed Events shall mean knowledge by an officer of the Trustee at the Principal Office of the Trustee with regular responsibility for matters related to the Trust Agreement and Note Participations.

(c) Whenever any Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee pursuant to subsection (b) or otherwise, such Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If any Issuer learns of the occurrence of a Listed Event described in subsection (a) above, the Issuer shall pursuant to subsection (f) promptly notify the Dissemination Agent in writing so that within 10 Business Days of such occurrence the Dissemination Agent can cause to be filed a notice of such occurrence with EMMA.

(e) If in response to a request under subsection (b), the applicable Issuer determines that a Listed Event specified in subsection (a) would not be material under applicable federal securities laws, such Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by any Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board in an electronic format as prescribed by the Municipal Securities Rulemaking Board. Notwithstanding the foregoing, notice of Listed Events described in clauses (a)(7) and (b)(3) shall not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Note Participations pursuant to this Trust Agreement unless otherwise directed by the Issuers in writing.

Section 11.04. Termination of Reporting Obligation. The Issuer's, Trustee's and Dissemination Agent's obligations under this Article XI shall terminate upon the defeasance, prior redemption or payment in full of all of the Notes and the Note Participations.

Section 11.05. Dissemination Agent. The Issuers may, from time to time, appoint or engage a Dissemination Agent to assist them in carrying out their respective obligations under this Article XI, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be DAC. The Dissemination Agent may resign at any time by providing at least thirty (30) days written notice to the Issuers and the Trustee.

Section 11.06. Amendment; Waiver. The Issuers may, from time to time, appoint or engage a Dissemination Agent to assist them in carrying out their respective obligations under this Article XI, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Notwithstanding any other provision of this Article XI, the Issuers and the Dissemination Agent and the Trustee may amend this Article XI (and the Trustee and the Dissemination Agent shall agree to any amendment so requested by the Issuers, provided neither the Trustee or Dissemination Agent shall be obligated to enter into an amendment increasing or modifying its duties or obligations hereunder), and any provision of this Article XI may be waived, provided the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 11.03 it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of any of the Issuers or type of business conducted thereby;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Issuers and the Trustee, have complied with the requirements of the Rule at the time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in this Trust Agreement for amendments to this Trust Agreement with the consent of Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Issuers and the Trustee, materially impair the interests of Owners or beneficial owners of the Note Participations; and

(d) the Issuers shall have delivered copies of such opinions and amendment to each Repository.

Section 11.07. Additional Information. Nothing in this Article XI shall be deemed to prevent the Issuers from disseminating any other information, using the means of dissemination set forth in this Article XI or any other means of communication, or notice of occurrence of a Listed Event, in addition to that which is required by this Article XI. If the Issuers choose to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Article XI, the Issuers shall have no obligation hereunder to update such information or include it in any future notice of occurrence of a Listed Event.

Section 11.08. Default. In the event of a failure of the Issuers or the Trustee to comply with any provision of this Article XI, (i) the Trustee shall, at the written request of any Participating Underwriter or the Owners or beneficial owners of at least 25% aggregate principal amount of Outstanding Note Participations (but only to the extent indemnified to its satisfaction from any liability or expenses, including, without limitation, fees, costs and expenses of its attorneys), or (ii) any Owner or beneficial owner of a Note Participation may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuers or Trustee, as the case may be, to comply with its obligations under this Article XI. A default under this Article XI shall not be deemed an “Event of Default” under Section 7.01 hereof or under any Note Resolution, and the sole remedy under this Article XI in the event of any failure of the Issuers or the Trustee to comply with this Article XI shall be an action to compel performance.

Section 11.09. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Article XI, and the Issuers agree to indemnify and save the Dissemination Agent and the Trustee, their 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 fees, costs and expenses (including attorneys’ fees, costs and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s or Trustee’s negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuers for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Issuers 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 it by the Issuers hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuers, Owners or any other party. The obligations of the Issuers under this Section shall survive resignation or removal of the Dissemination Agent or Trustee and payment of the Notes and the Note Participations.

Section 11.10. Beneficiaries. This Article XI shall inure solely to the benefit of the Issuers, the Trustee, the Dissemination Agent, the Purchaser and the Participating Underwriters and the Owners and beneficial owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Issuers, the Trustee, the Dissemination Agent and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term contained herein required to be observed or performed by or on behalf of the Issuers shall be for the sole and exclusive benefit of the Trustee and the Owners and their successors.

Section 12.02. Successor Deemed Included in All References to Predecessor. Whenever either the Issuers, the Dissemination Agent, or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Issuers or the Trustee or such officer, and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Issuers or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 12.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or such Owner's attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

Any declaration, request or other instrument in writing of the Owner of any Note Participation shall bind all future Owners of such Note Participation with respect to anything done or suffered to be done by the Issuers or the Trustee in good faith and in accordance therewith.

Section 12.04. Waiver of Personal Liability. No supervisor, trustee, member, officer or employee of the Issuers shall be individually or personally liable for the payment of the interest or principal evidenced and represented by the Note Participations, but nothing contained herein shall relieve any trustee, member, officer or employee of the Issuers from the performance of any official duty provided by any applicable provisions of law or by the Notes or the Note Resolution.

Section 12.05. Acquisition of Note Participations by Issuers. All Note Participations acquired by the Issuers, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation and the principal amount thereof shall be credited towards the principal amount of such Issuer's Note and the interest thereon.

Section 12.06. Content of Certificates. Every Certificate of the Issuers with respect to compliance with any agreement, condition, covenant or term contained herein shall include: (a) a

statement that the person or persons executing such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the Issuers may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person or persons executing such certificate know that the Opinion of Counsel with respect to the matters upon which his or their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters and information with respect to which is in the possession of the Issuers, upon a representation by an officer or officers of the Issuers unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 12.07. Notice by Mail. Any notice required to be given hereunder by mail to any Owners of Note Participations shall be given by mailing a copy of such notice, first class postage prepaid, to the Owners of such Note Participations at their addresses appearing in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07 not less than thirty (30) days nor more than sixty (60) days following the action or prior to the event concerning which notice thereof is required to be given; provided, that receipt of any such notice shall not be a condition precedent to the effectiveness of such notice and failure to receive any such notice shall not affect the validity of the proceedings taken in connection with the action or the event concerning which such notice was given.

Section 12.08. Funds. Any fund required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purpose of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with industry practice and with due regard for the instructions, if any, delivered to the Trustee pursuant to Section 6.04(b) and for the protection of the security of the Note.

Section 12.09. Investments. Upon the Request of any Issuer, moneys held by the Trustee with respect to the corresponding Proceeds Subaccount or Payment Account of such Issuer, shall be invested in any of the Permitted Investments (immediately upon receipt of any such Request) which will, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder; and provided further, in the event it is not possible to immediately so invest any funds held hereunder, such funds shall be invested in the overnight sweep account of the Trustee upon receipt of written direction of the Issuer. In absence of any such Request of the Issuer, the Trustee shall hold such funds uninvested. The amounts held in the several Payment Accounts and Proceeds Subaccounts will be accounted for separately for the respective Issuers. The Trustee may act as principal or agent in the acquisition or disposition

of any such deposit or investment and may at its sole discretion, for the purpose of any such deposit or investment commingle any of the money held by it hereunder. The Trustee shall not be liable or responsible for any loss suffered in connection with any such deposit or investment made by it under the terms of and in accordance with this section. The Trustee may present for redemption or sell any such deposit or investment whenever it shall be necessary in order to provide money to meet any payment of the money so deposited or invested, and the Trustee shall not be liable or responsible for any losses resulting from any such deposit or investment presented for redemption or sold. Any interest or profits on such deposits and investments received by the Trustee shall be credited to the fund or account from which such investment was made. The parties acknowledge and agree that the Trustee is not providing investment supervision, recommendations, or advice in any respect under this Trust Agreement.

Moneys held by the Trustee in the Costs of Issuance Fund, Principal Fund and the Interest Fund shall be invested in Permitted Investments as directed by the Issuers in writing. If no such written investment directions is received, the funds shall not be invested.

The Issuers acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuers the right to receive brokerage confirmations of security transactions as they occur, the Issuers specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuers periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as agent, sponsor or advisor in connection with any investment made by the Trustee hereunder.

Section 12.10. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto 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 subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause thereof.

Section 12.11. Entire Agreement; Partial Invalidity. This Trust Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of the Issuers or the Trustee shall be contrary to law, then such agreement or agreements, 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 agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Note Participations, and the Owners shall retain all the benefit, protection and security afforded to them hereunder and under all provisions of applicable law. The Issuers and the Trustee hereby declare that they would have executed and entered into this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Note Participations pursuant hereto irrespective of the

fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 12.12. California Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 12.13. Notices. All written notices to be given hereunder shall be given by mail 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 in writing from time to time, namely:

If to the Trustee:	Wilmington Trust, National Association 650 Town Center Drive, Suite 800 Costa Mesa, California 92626-7121 Attention: Corporate Client Services
If to the Issuers:	To the individual addresses provided to the Trustee
If to the Purchaser:	J.P. Morgan Securities LLC 1415 L Street, Suite 650 Sacramento, California 95814

Section 12.14. Effective Date. This Trust Agreement shall become effective upon its execution and delivery.

Section 12.15. Execution in Counterparts. This Trust 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 County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

COUNTY OF SAN DIEGO

By: _____
Authorized Issuer Representative

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Signatory

IN WITNESS WHEREOF, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

[DISTRICT]

By: _____
Authorized Issuer Representative

EXHIBIT A

FORM OF NOTE PARTICIPATION

No.

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATION, SERIES 2022A-1

Evidencing and Representing a Proportionate
Undivided Interest of the Owner Hereof
in Notes issued by San Diego County

<u>Interest Rate</u>	<u>Principal</u> <u>Payment Date</u>	<u>Date of</u> <u>Delivery</u>	<u>CUSIP</u>
[]%	[Maturity Date]	[], 2022	797381[]

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: \$[Principal Amount]

THIS IS TO CERTIFY that the registered owner set forth above of this County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations Series 2022A-1 (the “Note Participation”), is the owner of a proportionate undivided interest in the rights to receive the principal and interest payments on the Notes (as that term is defined in the Trust Agreement hereinafter mentioned) issued by San Diego County (the “Issuer”) all of which rights are evidenced and represented by this Note Participation. Such Notes have been deposited by the Issuer with Wilmington Trust, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its principal corporate trust office in Costa Mesa, California, as trustee (together with any successor thereto in accordance with the Trust Agreement, the “Trustee”). The Trustee may designate a different corporate trust office hereunder by an instrument in writing delivered to the County of San Diego.

The Trustee is executing this Note Participation solely in its capacity as Trustee under the Trust Agreement and is not liable thereon in its individual or personal capacity.

The registered owner of this Note Participation is entitled to receive, subject to the terms of the Notes, on the Principal Payment Date (the “Principal Payment Date”) set forth above, upon surrender of this Note Participation on such Principal Payment Date at said office of the Trustee, the principal sum set forth above, representing the registered owner’s proportionate share of the principal payments on the Notes becoming due and payable on such Principal Payment Date. In addition, the registered owner of this Note Participation is entitled to receive such registered owner’s proportionate share of the interest payments on the Notes accruing from the date of initial issuance of the Notes and becoming due and payable on the Principal Payment Date. Such proportionate share of interest is determined by the multiplication of the aforesaid principal sum

by the interest rate per annum set forth above determined on the basis of a 360-day year consisting of twelve 30-day months. All such amounts are payable in lawful money of the United States of America.

This Note Participation is one of the duly authorized certificates of participation entitled “County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022A-1” (the “Note Participations”) which have been executed by the Trustee under and pursuant to the terms of a Trust Agreement (the “Trust Agreement”) dated as of [Dated Date] by and among the Trustee, the County of San Diego and certain school districts named therein. Copies of the Trust Agreement are on file at said office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Note Participations, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Note Participations with respect thereto, for the terms under which the Trust Agreement and the Notes can be amended, and for the other agreements, conditions, covenants and terms upon which the Note Participations are executed and delivered thereunder, all to which the owner hereof assents and agrees by acceptance hereof.

The Note Participations are authorized to be executed and delivered in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof.

This Note Participation is transferable or exchangeable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Note Participation for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange, a new Note Participation or Note Participations of authorized denominations equal to the principal amount hereof will be executed and delivered by the Trustee to the registered owner hereof in exchange or transfer therefor.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by this Note Participation shall be made only to such registered owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by this Note Participation to the extent of the sum or sums so paid.

The Note Participations each evidence and represent a proportionate undivided interest in the Notes and enjoy the benefits of a security interest in the money held in certain funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein.

The Notes are issued pursuant to Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (herein called the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) by the Issuers in anticipation of the receipt

of taxes, income, revenue, cash receipts and other moneys to be received by the Issuer attributable to Fiscal Year 2022-23, a portion of which revenues are pledged for repayment of the Notes.

The Trustee has no obligation or liability to the registered owners of the Note Participations for the payment of the interest or principal evidenced and represented by the Note Participations; but rather the Trustee's sole obligation is to administer, for the benefit of the Issuers and the registered owners of the Note Participations, the various funds and other duties established under the Trust Agreement.

The Owner hereby has a proportionate undivided ownership interest in each of the Notes identified in the Trust Agreement.

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

IN WITNESS WHEREOF, this Note Participation has been dated the date of initial delivery hereof, and has been executed by the manual signature of an authorized officer of the Trustee on the following date:

Date: [____], 2022

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____ whose tax identification number is _____ the within Note Participation and do(es) hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer such Note Participation on the register of the Trustee, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED BY:

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Note Participation in every particular, without alteration or enlargement or any change whatsoever, and the signature(s) must be guaranteed by an eligible guarantor institution.

EXHIBIT B

FORM REQUISITION FROM PROCEEDS ACCOUNT

To: Wilmington Trust, National Association, as Trustee

From: _____

Dated Date: _____

Re: 2022-23 County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program (the "Program")

Requisition No. ____

The undersigned, on behalf of the _____ (the "Issuer"), hereby requests payment, from the Proceeds Subaccount of the Issuer pursuant to the Program, the amount of \$_____ [by wire/check/ACH (circle one)] for purposes for which the Issuer is authorized to expend moneys. If the payment is by wire or ACH, please fill in the following information:

Name, Address and Phone Number of Bank:

ABA#: _____

Account No.: _____

The undersigned hereby certifies as follows:

1. The amount requisitioned hereby is for a purpose for which the Issuer is authorized to expend funds from the general fund of the Issuer.
2. Other funds of the Issuer are not readily available for expenditure for such purposes.
3. The representations of the Issuer set forth in Section 10 of the Resolution of the Issuer providing for the issuance and sale of a 2022-23 Tax and Revenue Anticipation Note (the "Resolution") are true and correct in all material respects as though made on and as of this date except to the extent that such representations relate to an earlier date.

4. As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Authorized Issuer
Representative

EXHIBIT C

DEPOSIT NOTICE

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS
Tax and Revenue Anticipation Note Program
Note Participations, Series 2022A-1

Name of Issuer: [name of issuer]

Today's Date: _____

Please indicate form of repayment below. PLEASE CONFIRM RECEIPT OF FAX BY CALLING
CORPORATE TRUST

_____ – *voice*

_____ – *fax*

- ☐ 1. **WIRE TRANSFER:** Please make Check Payable to _____
Reference: San Diego Schools [series name]
[name of Issuer]

Send Check via overnight courier to:

Amount of Check: \$ _____ Date Mailed: _____

Via (type of deliver): _____

- ☐ 2. **WIRE TRANSFER**
Please provide the following information no later than one day before the wire

Amount of Wire: \$ _____

Date wire will be sent: _____

Name of Sending Bank: _____

_____ Wiring Instruction are as follows:

ABA: _____
ACCOUNT: _____
Ref: San Diego Schools [series name] [name of Issuer]
ATTN: _____

☐ 3. ACH TRANSFER: * Automatic Clearing House Transfer Instruction

Date of Transfer _____
Issuer's Bank Name: _____
ABA: _____
Account Number: _____
Account Type (check one) ☐ Checking ☐ Savings
Account Name: _____
[name of District]
Amount to Transfer: \$ _____
Transfer Date: _____

Dated: _____, 20__

[Issuer]

By:
Title:
Authorized Representative

* This type of repayment authorizes _____ to automatically debit the Issuer's account via ACH and requires the Issuer's authorized representative signature. The transfer will be initiated by _____ and the Transfer amount will be shown on the Issuer's account on the following business day.

SCHEDULE I

PARTICIPATING ISSUERS

Issuer	Principal Amount of Note
	\$

SCHEDULE II

SUBACCOUNT AMOUNTS

Issuer	Costs of Issuance	Proceeds Subaccount Deposit
	\$	\$

TRUST AGREEMENT

by and among

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee,

THE COUNTY OF SAN DIEGO

and

**CERTAIN SAN DIEGO COUNTY SCHOOL DISTRICTS
NAMED HEREIN**

**COUNTY OF SAN DIEGO
AND SAN DIEGO COUNTY SCHOOL DISTRICTS
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS
SERIES 2022A-2**

Dated as of [Dated Date]

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TRUST AGREEMENT

This Trust Agreement (the “Trust Agreement”), dated as of [Dated Date], by and among WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the “Trustee”), the County of San Diego (the “County”) and the San Diego County School Districts named in Schedule I hereto (the “Districts”);

W I T N E S S E T H:

WHEREAS, the Districts (collectively, the “Issuers”) have determined to simultaneously issue their Tax and Revenue Anticipation Notes, all having the same maturity date and in the respective principal amounts set forth in Schedule I hereto (individually, a “Note” and collectively, the “Notes”) and to deposit the Notes with the Trustee and participate in the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program (the “Program”); and

WHEREAS, each Issuer is a participant in the Program; and

WHEREAS, each Issuer participating in the Program desires to have its Note marketed together with the Notes issued by the other Issuers participating in the Program in order to achieve a lower net interest cost and lower costs associated with issuing its Note; and

WHEREAS, each Issuer has designated the Trustee to act as its trustee with respect to the funds received by the Issuer from the sale of its Note and with respect to the moneys paid by the Issuer in satisfaction of its Note; and

WHEREAS, the County has executed a pricing confirmation on behalf of each Issuer participating in the Program, confirming the sale to J.P. Morgan Securities LLC (the “Purchaser”), as representative of itself and Citigroup Global Markets Inc., of its Note and the Note Participations (described herein) which evidence and represent proportionate and undivided interests in its Note and the Notes issued simultaneously by the other Issuers participating in the Program and constituting part of the same Series of Note Participations; and

WHEREAS, each Issuer participating in such Series has authorized and directed the Trustee to execute and deliver on its behalf pursuant to the terms of the Trust Agreement, the Note Participations; and

WHEREAS, the Trustee, pursuant hereto accepts the deposits of the Notes by the Issuers; and

WHEREAS, in consideration of such deposits and the execution and entering into of the Trust Agreement, the Trustee has agreed to execute and deliver note participations, as more fully described herein (the “Note Participations”) in an aggregate principal amount equal to the aggregate principal amount of the Notes, each evidencing and representing a proportionate, undivided interest in the Notes; and

WHEREAS, the issuance of the Notes and the approval of the execution and delivery of the Trust Agreement and the Note Participations have been in all respects duly and validly authorized by the governing boards of the Issuers pursuant to resolutions duly adopted (collectively, the “Note Resolutions”); and

WHEREAS, the Note Participations and the form of assignment to be endorsed thereon are to be substantially in the form set forth in Exhibit A, with necessary or appropriate variations, omissions and insertions, as permitted or required hereby, and the text of such Note Participation shown as appearing on the back of such Note Participation may be inserted on the front thereof in place of the paragraph referring to such text; and

WHEREAS, the Trustee has accepted the trust created by this Trust Agreement and in evidence thereof has joined in the execution hereof; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Trust Agreement and delivery of the Note Participations do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Note Participations and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Authorized Issuer Representative” means the President or Secretary of the governing board of a District or Superintendent of a District or such other officers of a District designated in the District Note Resolution or any other person at the time designated to act on behalf of such District by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of such District by the President or the Secretary of the governing board of a District or Superintendent of such District; or in the case of the County, if the County is an Issuer hereunder, means the County Treasurer-Tax Collector, or, in the absence of such officer, his or her assistant, the Auditor and Controller, or, in the absence of such officer, his or her assistant and the Debt Finance Manager, or such other officers of the County designated in the County Note Resolution or any other person at the time designated to act on behalf of the County

by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the County by an Authorized Issuer Representative.

“Business Day” means any day except Saturday, Sunday or any day on which banking institutions or trust companies located in the city in which the designated corporate trust office of the Trustee is located, or in the City of Costa Mesa, California are required or authorized by law, regulation or executive order to remain closed.

“Certificate” or “Request” with respect to an Issuer means an instrument in writing signed on behalf of such Issuer by the Authorized Issuer Representative.

“Code” means the Internal Revenue Code of 1986 and the regulations issued or applicable thereunder.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to an Issuer and related to the authorization, execution and delivery of the Notes and the related sale of the Note Participations, including, but not limited to, costs of preparation and reproduction of documents, filing and recording fees, fees and charges of the Trustee and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, fees and charges for preparation, execution and safekeeping of the Note Participations and any other costs, charges or fees in connection with the original execution and delivery of the Note Participations and the issuance of the Notes.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.02.

“County” means the County of San Diego, California.

“Defaulted Note” means a Note any of the principal of or interest on which is not paid on the Maturity Date.

“Default Rate” means the Note Rate payable with respect to the outstanding portion of each Defaulted Note.

“Issuers” means the San Diego County school districts listed in Schedule I hereto and in each case their successors and assigns.

“Interest Fund” means the fund by that name established in Section 3.02.

“Interest Payment Date” means the Maturity Date.

“Maturity Date” means [Maturity Date].

“Moody’s” means Moody’s Investors Service, Inc., a corporation duly organized and existing by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the County.

“Note Participation Payment Fund” means the fund by that name established in Section 3.02.

“Note Participations” means the \$[Principal Amount] County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program Note Participations, Series 2022A-2 authorized hereby and at any time Outstanding hereunder that are executed and delivered by the Trustee under and pursuant to Article II.

“Notes” means the tax and revenue anticipation promissory notes issued by the Issuers in the respective aggregate principal amounts described in Schedule I hereto.

“Note Rate” means the rate of interest payable on the Note at maturity.

“Note Resolutions” means the respective resolutions adopted by the governing boards of the Issuers authorizing the issuance of the Notes and approving the execution and delivery of this Trust Agreement and the Note Participations.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed by a majority of the Issuers.

“Outstanding,” when used as of any particular time with reference to Note Participations, means (subject to the provisions of Section 9.02) all Note Participations except —

(1) Note Participations cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Note Participations paid or deemed to have been paid within the meaning of Section 10.01; and

(3) Note Participations in lieu of or in exchange or substitution for which other Note Participations shall have been executed and delivered by the Trustee hereunder.

“Owner” means the registered owner of any Outstanding Note Participation.

“Payment Accounts” means the subaccounts created in the Note Participation Payment Fund under Section 3.02.

“Permitted Investments” means any of the following to the extent then permitted by law:

(1) United States of America Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal;

(2) Any obligations which are then legal investments for moneys of the Issuers under the laws of the State of California; provided, that if such investments are not fully insured by the Federal Deposit Insurance Corporation, such investments shall be, or shall be issued by entities the debt securities of which are, rated in the highest short-term or one of the two highest long-term rating categories by Moody’s and S&P, including any fund

for which the Trustee, or any of its affiliates provides management, advisory, or sponsorship service;

(3) Units of a money-market fund portfolio composed of obligations either issued by United States government sponsored enterprises or guaranteed by the full faith and credit of the United States of America rated in one of the two highest rating categories by Moody's and S&P, including any funds for which the Trustee, or any of its affiliates, provides management, advisory or sponsorship services;

(4) An investment agreement, including a repurchase agreement, with a financial entity, or with a financial entity whose obligations are guaranteed or insured by a financial entity, whose senior debt is rated in one of the two highest long-term rating categories by Moody's and S&P or is collateralized by investments listed in subsection (1) hereof as required by S&P and Moody's to be rated in one of the two highest rating categories; or

(5) The San Diego County Investment Pool; or

(6) Any securities required or permitted to be used to collateralize an investment agreement, to the extent such securities are used to collateralize an investment agreement; or

(7) Any other investment rated in one of the two highest rating categories by Moody's and S&P approved by the County.

"Principal Fund" means the fund by that name established in Section 3.02.

"Principal Office of the Trustee" means the corporate trust office of the Trustee, which, for the Trustee initially appointed hereunder, is located in Costa Mesa, California, *provided* that a different office may be designated by the Trustee in writing to the County.

"Principal Payment Date" means the date on which principal evidenced and represented by the Note Participations becomes due and payable, being the Maturity Date.

"Proceeds Fund" means the fund by that name established in Section 3.02.

"Proceeds Subaccounts" means the Proceeds Subaccounts created in the Proceeds Fund under Section 3.03(b).

"Program" means the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program pursuant to which the Note Participations are executed and delivered to assist Issuers in financing cash flow deficits.

"Purchaser" means J.P. Morgan Securities LLC, on behalf of itself and Citigroup Global Markets Inc., as Purchaser of the Note Participations evidencing and representing interests in the Notes.

“Rating Agency” means each national rating agency then maintaining a rating on the Note Participations.

“San Diego County Investment Pool” means the San Diego County Investment Pool administered by the San Diego County Treasurer-Tax Collector.

“S&P” means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the County.

“Trust Agreement” means this Trust Agreement executed and entered into as of [Dated Date], by and among the Trustee, the County and the Issuers, as originally executed and entered into and as it may from time to time be amended or supplemented in accordance herewith.

“Trustee” means Wilmington Trust, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its principal corporate trust office in Costa Mesa, California, or any other bank or trust company at its principal corporate trust office which may at any time be substituted in its place as Trustee as provided in Section 8.02.

Section 1.02. Equal Security. In consideration of the acceptance of the Note Participations by the Owners, the Trust Agreement shall be deemed to be and shall constitute a contract among the Trustee, the Issuers and the Owners to secure the full and final payment of the interest and principal evidenced and represented by the Note Participations, subject to the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to benefit, protection or security of any Note Participations over any other Note Participations by reason of the number or date thereof or the time of execution or delivery thereof or otherwise for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

CONDITIONS AND TERMS OF NOTE PARTICIPATIONS

Section 2.01. Preparation of Note Participations. The Trustee is hereby authorized and directed to prepare the Note Participations in the aggregate principal amount of \$[Principal Amount], evidencing and representing the aggregate principal amount of the Notes and each evidencing and representing a proportionate, undivided interest in the Notes. The Note Participations shall be initially delivered in the form of one Note Participation and shall be registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York (“DTC”). The Issuers hereby authorize the Trustee to execute a letter of representations to be delivered to DTC in connection with the delivery of the Note Participations (the “Representation Letter”).

Each Issuer participating in the Program is the issuer of its Note which, when combined with the Notes of other Issuers participating in the Program and the same Series, shall be evidenced by the Note Participations which evidence and represent a proportionate and undivided interest in the Note of each Issuer, such that each Issuer participating in the Program is severally, and not jointly, liable on each such Note Participation in the proportion that the face amount of such Issuer's Note bears to the total aggregate face amount of the Notes issued by all Issuers participating in the Program. Each Issuer participating in the Program has, pursuant to its Note Resolution, authorized and directed the Trustee on behalf of that Issuer to prepare and execute the Note Participations and to deliver the Note Participations to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Section 2.02. Denominations, Medium, Method and Place of Payment and Dating of Note Participations. The Note Participations shall be prepared in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof. The interest and principal evidenced and represented by the Note Participations shall be payable in lawful money of the United States of America. The interest evidenced and represented by the Note Participations shall be payable on each Interest Payment Date, and the principal evidenced and represented by the Note Participations shall be payable on the Principal Payment Date upon surrender thereof by the respective Owners thereof at the Principal Office of the Trustee. If the Nominee of the Bonds is registered to Cede & Co., payment of principal and any premiums shall be made without presentment. The Trustee may treat the Owner of any Note Participation as the absolute owner of such Note Participation for all purposes, whether or not such Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by such Note Participation shall be made only to such Owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by such Note Participation to the extent of the sum or sums so paid. All Note Participations paid pursuant to the provisions of this section shall be cancelled and destroyed by the Trustee and shall not be redelivered and a certificate of destruction shall be delivered to the Purchaser.

The Note Participations shall be dated the date of initial execution and delivery thereof and shall evidence and represent principal of the Notes and interest accrued thereon from the date of initial issuance of the Notes and execution and delivery of the Note Participations hereunder.

The "Record Date" for purposes of determining ownership of Note Participations on the Registration Books maintained by the Trustee shall be the Business Day immediately preceding each Interest Payment Date on the Note Participations.

Section 2.03. Payment Dates of Note Participations. The Note Participations shall have the Principal Payment Date of [Maturity Date] and shall evidence and represent proportionate, undivided interests in the aggregate principal of the Notes in the amount of \$[Principal Amount], with interest thereon at the rate of [_____] % per annum.

The interest evidenced and represented by the Note Participations shall become due and payable on each Interest Payment Date, and shall be in sum the interest payments becoming due and payable on the Notes on such Interest Payment Date. The interest payable on the Notes and

evidenced and represented by the Note Participations shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The principal evidenced and represented by the Note Participations shall become due and payable on the Principal Payment Date, without option of prepayment and shall be in sum the principal becoming due and payable on the Notes on the Principal Payment Date.

Section 2.04. Form of Note Participations. The Note Participations and the form of assignment to appear thereon shall be in substantially the forms in Exhibit A hereto, respectively, with appropriate or necessary insertions, omissions and variations as permitted or required thereby or hereby. The Note Participations may be prepared in typewritten, lithographed or printed form.

Section 2.05. Execution of Note Participations. The Note Participations shall be executed by the manual signature of an authorized officer of the Trustee.

Section 2.06. Transfer and Exchange of Note Participations. All Note Participations are transferable or exchangeable by the Owner thereof, in person or by his attorney duly authorized in writing, at the Principal Office of the Trustee in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07, upon surrender of such Note Participations accompanied by delivery of a duly executed written instrument of transfer or exchange in a form acceptable to the Trustee. Whenever any Note Participation or Note Participations shall be surrendered for transfer or exchange, the Trustee shall execute and deliver a new Note Participation or Note Participations of authorized denominations representing the same aggregate principal amount, except that the Trustee shall require the payment by any Owner requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer or exchange. All Note Participations surrendered pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

Section 2.07. Note Participation Registration Books. The Trustee will keep at its Principal Office sufficient books for the registration of the ownership, transfer or exchange of the Note Participations, which books shall be available for inspection by the Issuers or any Owner or his agent duly authorized in writing at reasonable hours and under reasonable conditions during regular business hours; and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register the ownership, transfer or exchange of the Note Participations in such books as hereinabove provided. The ownership of any Note Participations may be proved by the books required to be kept by the Trustee pursuant to the provisions of this section.

Section 2.08. Temporary Note Participations. The Note Participations may be initially delivered in temporary form exchangeable for definitive Note Participations when ready for delivery, which temporary Note Participations shall be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Trustee, shall be in fully registered form and shall contain such reference to any of the provisions hereof as may be appropriate. Every temporary Note Participation shall be executed and delivered by the Trustee upon the same conditions and terms and in substantially the same manner as definitive Note Participations. If the Trustee executes and delivers temporary Note Participations, it will prepare and execute definitive Note Participations without delay, and in that case, upon demand of the Owner of any temporary

Note Participations, such definitive Note Participations shall be exchanged without cost to such Owner for temporary Note Participations at the Principal Office of the Trustee upon surrender of such temporary Note Participations, and until so exchanged such temporary Note Participations shall be entitled to the same benefit, protection and security hereunder as the definitive Note Participations executed and delivered hereunder. All temporary Note Participations surrendered pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

Section 2.09. Note Participations Mutilated, Destroyed, Lost or Stolen. If any Note Participation shall become mutilated, the Trustee shall execute and deliver a new Note Participation of like tenor in exchange and substitution for the Note Participation so mutilated, but only upon surrender to the Trustee of the Note Participation so mutilated, and every mutilated Note Participation so surrendered to the Trustee shall be cancelled by it. If any Note Participation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee shall execute and deliver a new Note Participation of like tenor and Principal Payment Date in lieu of and in substitution for the destroyed, lost or stolen Note Participation. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note Participation executed and delivered by it under this section and of the expenses which may be incurred by it under this section. Any replacement Note Participation executed and delivered under the provisions of this section in lieu of and in substitution for any mutilated, destroyed, lost or stolen Note Participation shall be equally and proportionately entitled to the benefit, protection and security hereof with all other Note Participations executed and delivered hereunder; and the Trustee shall not be required to treat both the original Note Participation and any replacement Note Participation as being Outstanding for the purpose of determining the principal amount of Note Participations which may be executed and delivered hereunder or for the purpose of determining any percentage of Note Participations Outstanding hereunder, but both the original and the replacement Note Participation shall be treated as one and the same. Notwithstanding any other provisions of this section, rather than executing and delivering a new Note Participation for a mutilated, destroyed, lost or stolen Note Participation the Principal Payment Date of which has occurred or is about to occur, the Trustee may make payment of the principal evidenced and represented by such mutilated, destroyed, lost or stolen Note Participation directly to the Owner thereof under such regulations as the Trustee may prescribe.

Section 2.10. Special Covenants as to Book-Entry Only System.

(a) Except as otherwise provided in subsections (b) and (c) of this Section 2.10, the Note Participations initially executed and delivered hereunder shall be registered in the name of Cede & Co., as nominee for DTC, or such other nominee as DTC may request. Payment of the principal and interest represented by each Note Participation registered in the name of Cede & Co. shall be made to the account, in the manner and at the address indicated in or pursuant to the Representation Letter delivered to DTC by the Trustee.

(b) The Note Participations executed and delivered hereunder shall be in the form of a single fully registered certificate for each maturity. Upon initial execution of the Note Participations, the ownership of all such Note Participations shall be registered in the registration records maintained by the Trustee pursuant to Section 2.07 in the name of Cede & Co., as nominee

of DTC, or such other nominee as DTC may request. The Trustee, the Issuers and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Note Participations registered in its name for the purposes of payment of the principal and interest represented by such Note Participations, selecting the Note Participations or portions thereof to be prepaid, giving any notice permitted or required to be given to an Owner under the Trust Agreement, registering the transfer of Note Participations, obtaining any consent or other action to be taken by the Owners and for all other purposes whatsoever; and neither the Trustee nor the Issuers shall be affected by any notice to the contrary. Neither the Trustee nor the Issuers shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 2.10, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Note Participations under or through DTC or any Participant, or any other person which is not shown on the registration records as being an Owner, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal or interest represented by such Note Participations, (iii) any notice which is permitted or required to be given to the Owners under the Trust Agreement, (iv) the selection by DTC or any Participant of any person to receive payment in the event, if any, of a partial prepayment of the Note Participations, or (v) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal of and interest represented by the Note Participations only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Note Participations will be transferable to such new nominee in accordance with subsection (f) of this Section 2.10.

(c) In the event that 20% of the Issuers determine that it is in the best interests of the Issuers or the beneficial owners of the Note Participations that they be able to obtain certificates, the Trustee shall, upon the written instruction of 20% of the Issuers, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of certificates. In such event, the Note Participations will be transferable in accordance with subsection (f) of this Section 2.10. DTC may determine to discontinue providing its services with respect to the Note Participations at any time by giving written notice of such discontinuance to the Issuers and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Note Participations will be transferable in accordance with subsection (f) of this Section 2.10. Whenever DTC requests the Issuers or the Trustee to do so, the Trustee and the Issuers will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the Note Participations then Outstanding. In such event, the Note Participations will be transferable to such securities depository in accordance with subsection (f) of this Section 2.10, and thereafter, all reference in this Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Note Participations Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal and interest represented by each such Note Participation and all notices with respect to each such Note Participation shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

(f) In the event of any transfer or exchange of Note Participations under subsection (b) or (c) of this Section 2.10, such transfer or exchange shall be accomplished upon receipt by the Trustee from the Owner thereof of the Note Participations to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Section 2.06. In the event Note Participations are executed and delivered to Owners other than Cede & Co., its successor as nominee for DTC as holder of all the Note Participations, another securities depository as Owners of all the Note Participations, or the nominee of such successor securities depository, the provisions of Sections 2.02, 2.03 and 2.06 shall also apply to, among other things, the registration, exchange and transfer of the Note Participations and the method of payment of principal, premium, if any, and interest represented by the Note Participations.

ARTICLE III

PROCEEDS OF NOTE PARTICIPATIONS

Section 3.01. Delivery of Note Participations. The Trustee is hereby authorized to execute and deliver the Note Participations to the Purchaser upon receipt of a written request of the Issuers, the Notes and the proceeds of sale of the Note Participations.

Section 3.02. Establishment of Funds and Deposit of Proceeds of Note Participations. The Trustee hereby agrees to establish and maintain hereunder, in trust, the Costs of Issuance Fund, the Proceeds Fund and the Proceeds Subaccounts therein, the Note Participation Payment Fund and the Payment Accounts therein, the Interest Fund and the Principal Fund. The proceeds received from the sale of the Note Participations are to be deposited in the following funds in the following amounts:

Proceeds Fund
Costs of Issuance Fund

Section 3.03. Use of Money in the Costs of Issuance Fund and the Proceeds Fund; Additional Deposits to Proceeds Fund.

(a) The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance upon receipt of (i) a Request of the Auditor and Controller of the County, which shall be sequentially numbered, stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund and (ii) an original invoice or invoices or evidence of payment of an invoice when such requisition is in reimbursement thereof. On [Month prior to maturity date] 10, 2023, or on such earlier date upon Request of the Auditor and Controller of the County, amounts, if any, remaining in the Costs of Issuance Fund (and not required to pay identified Costs of Issuance (as identified in writing to the Trustee by the Issuers), including any

additional fees or expenses of the Trustee, shall be transferred to the Note Participation Payment Fund and credited to the Payment Accounts therein in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each Issuer or based upon unused amounts deposited by each Issuer.

(b) All money in the Proceeds Fund shall be held by the Trustee in trust. Funds in the Proceeds Fund shall be credited to subaccounts of that Fund (the "Proceeds Subaccounts"), one of which shall be established for each of the Issuers, initially in amounts set forth in Schedule II, attached hereto and made a part hereof; provided, however, that as an administrative convenience, the Trustee need not create subaccounts within the Proceeds Fund, but may keep records to account separately for proceeds of the Note Participations allocable to each District's Note on deposit in the Proceeds Fund which records shall constitute each District's Proceeds Subaccount. Moneys in the Proceeds Subaccount shall be disbursed on the closing date to the County Treasurer-Tax Collector; and the County Treasurer-Tax Collector shall invest (or cause to be invested) such amounts in the Permitted Investments.

To the extent that the Trustee holds moneys and/or securities in the Proceeds Subaccount on behalf of an Issuer, there shall be transferred to such Issuer's Payment Account in the Note Participation Payment Fund from the Proceeds Subaccount of such Issuer on any Repayment Date of such Issuer designated on the face of each such Issuer's Note, an amount, but not more than an amount equal to the percentages of the principal and interest due on such Issuer's Note at maturity for the corresponding Repayment Date designated on the face of each such Issuer's Note. Any amounts remaining in a Proceeds Subaccount after the amounts transferred hereunder to the Note Participation Payment Fund have been transferred, shall be returned to the Issuer on or after the Principal Payment Date.

(c) At the option of any Issuer, prior to the Principal Payment Date any Issuer may transfer to the Trustee for deposit and credit to such Issuer's Proceeds Subaccount any funds of the Issuer; *provided* the amount of such transfer, which when added to the amount then on deposit in such Issuer's Proceeds Subaccount, is less than or equal to the amount of Note Participation proceeds initially credited to such Issuer's Proceeds Subaccount. Any such deposit shall be accompanied by a Deposit Notice in the form attached hereto as Exhibit C.

ARTICLE IV

TRUSTEE'S DUTIES REGARDING NOTES

Section 4.01. Return of Paid Notes. Each Note, when paid in full, shall be cancelled by the Trustee and returned to the Issuer that issued such Note.

ARTICLE V

NOTE PAYMENTS

Section 5.01. Deposit of Notes. The Notes, as evidenced and represented by the Note Participations, are hereby irrevocably deposited with and pledged and transferred to the Trustee, who is the registered owner of each Note for the benefit of the Owners of the Note Participations, and the payments on the Notes shall be used for the punctual payment of the interest and principal evidenced and represented by the Note Participations, and the Notes shall not be used for any other purpose while any of the Note Participations remain Outstanding. This deposit, transfer and pledge shall constitute a first and exclusive lien on the principal and interest payments of the Notes for the foregoing purpose in accordance with the terms hereof. The Trustee hereby accepts the deposit of the Notes.

All principal and interest payments on the Notes shall be paid directly by the Issuers to the Trustee. All principal and interest payments on the Notes received by the Trustee shall be held in trust by the Trustee under the terms hereof and shall be deposited by it, as and when received, in the appropriate Payment Account within the Note Participation Payment Fund, which fund the Trustee hereby agrees to maintain so long as any Note Participations are Outstanding, and all money in such fund shall be held in trust by the Trustee for the benefit of the Issuer submitting such money until deposited in the funds specified in Section 5.02, whereupon such money shall be held in trust in such funds by the Trustee for the benefit and security of the Owners to the extent provided herein. Pursuant to each Issuer's Note Resolution, each Issuer is required to deposit amounts with the Trustee on the dates identified as such Issuer's Repayment Dates (as defined in such Issuer's Note Resolution) until the amount on deposit in such Issuer's Payment Account is equal to the percentages of the principal and interest due on such Issuer's Note required on each Repayment Date. Any such deposit may take into consideration anticipated investment earnings on amounts deposited in any Permitted Investments through the Maturity Date. If any Issuer fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such Issuer and each Rating Agency of such failure. If the Trustee receives Note repayments from an Issuer in excess of the amounts required to pay the principal of and interest due on such Issuer's Note on the Principal Payment Date, such excess amounts shall remain in the appropriate Issuer's Payment Account in the Note Participation Payment Fund and shall be transferred to such Issuer following payment of the amount of Note Participations evidencing and representing such Issuer's Note. The Issuers, to the extent they have any interest in such fund, hereby pledge, transfer, assign and grant a lien on and a security interest in the Note Participation Payment Fund to the Trustee for the benefit of the Owners.

Section 5.02. Deposit of Money in the Note Participation Payment Fund. The Trustee shall deposit the money contained in the Note Participation Payment Fund at the following respective times in the following respective funds in the manner hereinafter provided, each of which funds the Trustee hereby agrees to maintain so long as any Note Participations are Outstanding, and the money in each of such funds shall be disbursed only for the purposes and uses hereinafter authorized:

(a) Interest Fund. The Trustee, on each Interest Payment Date, shall deposit in the Interest Fund that amount of money representing the interest becoming due and payable

on the Notes on such Interest Payment Date. All money in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest evidenced and represented by the Note Participations on each Interest Payment Date.

(b) Principal Fund. The Trustee, on the Principal Payment Date, shall deposit in the Principal Fund that amount of money representing the principal becoming due and payable on the Notes on such Principal Payment Date. All moneys in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal evidenced and represented by the Note Participations on the Principal Payment Date.

To the extent moneys in an Issuer's Payment Account are insufficient to pay all of the principal of and interest on such Issuer's Note at maturity, the money in such Issuer's Payment Account shall be applied first to pay interest on such Issuer's Note and second to pay principal of such Issuer's Note.

Moneys in any Issuer's Payment Account shall not be used in any manner (directly or indirectly) to make up any deficiency in any other Issuer's Payment Account.

ARTICLE VI

COVENANTS

Section 6.01. Compliance with Trust Agreement. The Trustee will not execute or deliver any Note Participations in any manner other than in accordance with the provisions hereof; and the Issuers will not suffer or permit any default to occur hereunder, but will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by them.

Section 6.02. Amendment of Notes. The Issuers and the Trustee will not amend or permit the amendment of the Notes without (1) a determination that such amendment does not materially adversely affect the interest of the Owners or (2) the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding; *provided* that no such amendment shall reduce the rate of interest or amount of principal or extend the time of payment thereof with respect to any Note.

Section 6.03. Observance of Laws and Regulations. The Issuers will faithfully observe and perform all lawful and valid obligations or regulations now or hereafter imposed on them by contract, or prescribed by any state or national law, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such observance or performance is material to the transactions contemplated hereby.

Section 6.04. [Reserved.].

Section 6.05. Liens. So long as any Note Participations are Outstanding, or any Predefault Obligation is outstanding, the Issuers will not create or suffer to be created any pledge of or lien on the Notes other than the pledge and lien hereof.

Section 6.06. Accounting Records and Statements. The Trustee shall keep proper books of record and account in accordance with industry standards in which complete and correct entries shall be made of all transactions made by the Trustee relating to the receipt, investment, disbursement, allocation and application of all funds received by the Trustee hereunder. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each investment: (a) its purchase price; (b) identifying information, including principal amount, coupon rate, and payment dates; (c) the amount received at maturity or its sale price, as the case may be; (d) the amounts and dates of any payments made with respect thereto; and (e) such documentation as is required to be obtained as evidence to establish that all investments have been purchased in arms' length transactions with no amounts paid to reduce the yield on the investments.

Such records shall be open to inspection by any Issuer at any reasonable time during regular business hours on reasonable notice. The Trustee shall provide monthly statements of receipts, deposits and disbursements of the funds held hereunder for all the Issuers to the County Office of Education, the Auditor and Controller of the County and the Issuer's financial advisor; and the same information with respect to each Issuer's own funds held hereunder, to each respective Issuer. Not later than the Principal Payment Date and upon retirement of all Note Participations, the Trustee will furnish to the Issuers, the County Office of Education, the Auditor and Controller of the County and the Issuer's financial advisor, and to any Owner who may so request (at the expense of such Owner) a complete statement covering the receipts, deposits and disbursements of the funds hereunder.

Section 6.07. Recordation and Filing. The Issuers will file, record, register, renew, refile and rerecord all such documents, including financing statements (or continuation statements in connection therewith), as may be required by law in order to maintain at all times a security interest in the Notes under and pursuant to the Trust Agreement, all in such manner, at such times and in such places as may be required in order to fully perfect, preserve and protect the benefit, protection and security of the Owners and the rights of the Trustee hereunder, and the Issuers will do whatever else may be necessary or be reasonably required in order to perfect and continue the pledge of and lien on the Notes as provided herein.

Section 6.08. Further Assurances. Whenever and so often as requested to do so by the Trustee or any Owner, the Issuers will promptly execute and deliver, or cause to be executed and delivered, all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners the benefit, protection and security conferred, or intended to be conferred, upon them hereby.

Section 6.09. Indemnification of the County. The Issuers shall indemnify the County, its officers, directors, employees and agents for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the County's acceptance or administration of the County's duties hereunder or under the Note Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the County's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of

any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Trust Agreement or discharge of the Notes.

ARTICLE VII

DEFAULT AND LIMITATIONS OF LIABILITY

Section 7.01. Action on Default. If any default in the payment of principal of or interest on a Note or any other “Event of Default” defined in a Note Resolution shall occur and be continuing, or if any default shall be made by an Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part herein contained and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given to such Issuer by the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Note Participations at the time Outstanding, then such default shall constitute an “Event of Default” hereunder, and in each and every such case during the continuance of such Event of Default the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Note Participations at the time Outstanding shall be entitled, upon notice in writing to such Issuer, but subject to the provisions of Section 7.05, to exercise the remedies provided to the owner of the Note then in default or under the Note Resolution pursuant to which it was issued; *provided*, that nothing contained herein shall affect or impair the right of action of any Owner to institute suit directly against the Issuer to enforce payment of the obligation evidenced and represented by such Owner’s Note Participation.

The Owners of Note Participations, for purposes of the Trust Agreement and the Note Resolution of each Issuer, to the extent of their interest, shall be treated as owners of the Notes and shall be entitled to all rights and security of the owners of Notes pursuant to each Note and Note Resolution and the Trust Agreement, and shall be treated for all purposes as owners of the Notes. Each Issuer recognizes the rights of the Owners of the Note Participations, acting directly or through the Trustee, to enforce the obligations and covenants contained in its Note, its Note Resolution and the Trust Agreement; provided that in no event shall an Issuer be liable for any obligations, covenants or damages except those which arise out of its Note and its Note Resolution, and, in particular, no Issuer shall be liable for any obligations, liabilities, acts or omissions of any other Issuer.

Section 7.02. Other Remedies of the Trustee. The Trustee shall have the right

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights hereunder against any Issuer or any trustee, member, officer or employee thereof, and to compel such Issuer or any such trustee, member, officer or employee thereof to observe or perform its or his duties under applicable law and the agreements, conditions, covenants and terms contained herein, or in the applicable Note and Note Resolution, required to be observed or performed by it or him;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any default hereunder to require any Issuer and any trustee, member, officer and employee to account as the trustee of any express trust.

Section 7.03. Non-Waiver. A waiver by the Trustee of any default hereunder or breach of any obligation hereunder shall not affect any subsequent default hereunder or any subsequent breach of an obligation hereunder or impair any rights or remedies on any such subsequent default hereunder or on any such subsequent breach of an obligation hereunder. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default hereunder shall impair any such right or remedy or shall be construed to be a waiver of any such default hereunder or an acquiescence therein, and every right or remedy conferred upon the Trustee by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee or the Issuers, the Trustee and the Issuers shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.04. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall be deposited into the segregated Payment Account of the Note Participation Payment Fund relating to the defaulting Issuer's Note and be applied by the Trustee after payment of all amounts due and payable under Section 8.03 hereof in the following order upon presentation of the several Note Participations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid; provided that the Trustee shall obtain and follow the instructions contained in an Opinion of Counsel and rebate or set aside for rebate from the specified funds held hereunder any amount pursuant to such instructions required to be paid to the United States of America under the Code:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all payments of interest evidenced and represented by the Note Participations then due in the order of the due date of such payments, and, if the amount available shall not be sufficient to pay in full any payment or payments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal evidenced and represented by any Note Participations which shall have become due, in the order of their due dates, with interest on the overdue principal and interest represented by the Note Participations at a rate equal to the Default Rate and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the Note Participations on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

Section 7.05. Remedies Not Exclusive. No remedy conferred herein upon or reserved herein to the Trustee is intended to be exclusive and all remedies shall be cumulative and each remedy shall be in addition to every other remedy given hereunder or now or hereafter existing under applicable law or equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other applicable law.

Section 7.06. Exercise of Remedies. Upon the exercise by any Owner of its right of action to institute suit directly against an Issuer to enforce payment of the obligation evidenced and represented by such Owner's Note Participation, any moneys recovered by such action shall be deposited with the Trustee and applied as provided in Section 7.04 and in this Section 7.06.

In the event that, notwithstanding the foregoing, any payment or distribution of any character shall be received by the Trustee or any Owner in contravention of any of the terms hereof such payment or distribution or security shall be received in trust for the benefit of, and shall be paid over or delivered and transferred to, the Note Participation Owners, in accordance with this Trust Agreement. In the event of the failure of the Trustee or any Owner to endorse or assign any such payment, each is hereby irrevocably authorized to endorse or assign the same.

Section 7.07. No Liability by the Issuers to the Owners. Except for the payment when due of the principal of and interest on the Notes (which shall be payable only from moneys available therefor as set forth in Section 8 of the Note Resolutions) and the observance and performance of the other agreements, conditions, covenants and terms contained in the Notes and the Note Resolutions, the Issuers shall not have any obligation or liability to the Owners or with respect to the Trust Agreement or the preparation, execution, delivery, transfer, exchange or cancellation of the Note Participations or the receipt, deposit or disbursement of the principal of and interest on the Notes by the Trustee, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it.

Section 7.08. No Liability by the Trustee to the Owners. Except as expressly provided herein, the Trustee shall not have any obligation or liability to the Owners with respect to the payment when due of the Notes by the Issuers, or with respect to the observance or performance by the Issuers of the other agreements, conditions, covenants and terms contained in the Notes and the Note Resolutions.

ARTICLE VIII

THE TRUSTEE

Section 8.01. Employment and Duties of the Trustee. The Issuers hereby appoint and employ the Trustee to receive, deposit and disburse the payments on the Notes as provided herein, to prepare, execute, deliver, transfer, exchange and cancel the Note Participations as provided herein, to pay the interest and principal evidenced and represented by the Note Participations to the Owners thereof as provided herein and to perform the other obligations contained herein; all in the manner provided herein and subject to the conditions and terms hereof. By executing and delivering this Trust Agreement, the Trustee undertakes to perform such obligations (and only such obligations) as are specifically set forth herein, and no implied covenants or obligations shall be read herein against the Trustee.

Section 8.02. Removal and Resignation of the Trustee. A majority of Issuers not then in default under their respective Note Resolutions may at any time remove the Trustee initially a party hereto and any successor thereto by giving written notice of such removal to the Trustee and all of the Issuers and by giving notice by first-class mail of such removal to all Owners of Note Participations and the Trustee initially a party hereto and any successor thereto may at any time resign and be discharged from its duties and obligations hereunder by giving written notice of such resignation to the Issuers and by giving notice by mail of such resignation to all Owners of Note Participations. Upon giving any such notice of removal or upon receiving any such notice of removal or resignation, a majority of Issuers shall promptly appoint a successor Trustee by an instrument in writing; provided, that in the event a majority of Issuers do not appoint a successor Trustee within thirty (30) days following the giving of any such notice of removal or the receipt of any such notice of resignation, the removed or resigning Trustee may petition any appropriate court having jurisdiction to appoint a successor Trustee. Any successor Trustee shall be a bank or trust company doing business and having a principal corporate trust office either in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000) and subject to supervision or examination by state or national authorities. 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 as set forth in its most recent report of condition so published.

Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the written acceptance of the appointment by the successor Trustee.

Section 8.03. Compensation of the Trustee. The Issuers, solely from amounts held in the Costs of Issuance Fund or paid by the Issuers specifically for such purpose, shall from time to time, subject to any agreement then in effect with the Trustee, pay the Trustee compensation for its services and reimburse the Trustee for all its advances and expenditures hereunder, including, but not limited to, advances to and fees and expenses of accountants, agents, appraisers, consultants, counsel and other experts employed by it in the observance and performance of its rights and obligations hereunder; provided, that the Trustee shall not have any lien for such compensation or reimbursement against any money held by it in any of the funds established hereunder, although the Trustee may take whatever legal actions are available to it directly against the Issuers to recover such compensation or reimbursement.

Section 8.04. Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, order, 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 hereof, and the Trustee 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 Trustee may consult with counsel, who may be counsel to the Issuers, with regard to legal questions arising hereunder, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith. The Trustee shall have no liability

for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts.

The Trustee shall not be responsible for the sufficiency of the payments on the Notes, or of the assignment made to it of all rights to receive the payments on the Notes and shall not be deemed to have knowledge of any Event of Default unless and until a responsible officer of the Trustee shall have actual knowledge thereof or have received written notice thereof at the Principal Office of the Trustee. The Trustee shall not be accountable for the use or application by the Issuers, or any other party, of any funds which the Trustee properly releases to the Issuers or which the Issuers may otherwise receive from time to time. The Trustee makes no representation concerning, and has no responsibility for, the validity, genuineness, sufficiency, or performance by parties other than the Trustee of the Trust Agreement, any Note Participation, any Note, any Note Resolution, or of any other paper or document, or for taking any action on them (except as specifically and expressly stated for the Trustee in the Trust Agreement), or with respect to any obligation of the Issuers. The Trustee shall, during the existence of any event of default (which has not been cured), exercise such of the rights and powers vested in it by the Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise of use under the circumstances in the conduct of its own affairs. The permissive right of the Trustee to do things enumerated in the Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Whenever in the observance or performance of its rights and obligations hereunder or under the Note Participations the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, 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 Purchaser, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, request, accept and rely on other evidence of such matter or may require such additional evidence as to it may seem reasonable. The Trustee shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Trustee in accordance with the advice of counsel or other professionals retained or consulted by the Trustee. The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care

The Trustee may buy, sell, own, hold and deal in any of the Note Participations and may join in any action which any Owner may be entitled to take with like effect as if it were not a party hereto. The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuers, and may act as agent, depositary or trustee for any committee or body of Owners or of owners of obligations of the Issuers as freely as if it were not the Trustee hereunder.

The Trustee shall not be answerable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever in connection with the funds established hereunder, except only for its own willful misconduct or negligence. Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Issuers, or any of their

directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by any such party.

No provision hereof shall require the Trustee to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if repayment of such funds or adequate security or indemnity against such risk or liability is not assured to it, and before taking any action hereunder the Trustee may require that security or indemnity satisfactory to it be furnished for all costs and expenses to which it may be put and to protect it from all liability thereunder.

The Issuers will indemnify the Trustee for any liability incurred by the Trustee as a result of the Trustee executing the Representation Letter on behalf of the Issuers.

The Issuers agree to indemnify and hold the Trustee, its officers, directors, employees and agents harmless from and against any loss, liability, cost, expenses, damages, advances or claim whatsoever which it may incur without negligence or willful misconduct on the Trustee's part, arising out of the acceptance of the duties of the Trustee hereunder and the administration thereof or in the exercise or performance of its powers and duties hereunder, or at the direction of the Issuers, including, without limitation, the fees, costs and expenses of the Trustee's attorneys, including costs and expenses of defending against any claim of liability. Such indemnity shall survive the termination and discharge of this Trust Agreement.

The Trustee shall have no responsibility with respect to any information statement, recital or the content of any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Notes and Note Participations.

The Trustee shall be entitled to request and receive written instructions from the Issuers and the Owners and the Trustee shall not be liable with respect to any action taken or not taken by it at the direction of the Issuers or the Owners of a majority in aggregate principal amount of the Note Participations outstanding relating to the exercise of any right or remedy available to the Trustee or the exercise of any trust or power conferred upon the Trustee hereunder.

The Trustee has executed the Note Participations solely in its capacity as Trustee under this Trust Agreement and is not liable thereon in its individual or personal capacity and all payments to be made thereon by the Trustee shall be made solely from funds held by the Trustee under this Trust Agreement.

Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be the successor Trustee under this Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.05. Notices to Rating Agencies. The Trustee shall notify each Rating Agency, in writing, upon occurrence of any of the following events: (i) any amendment, supplement or other change to this Trust Agreement and (ii) any amendment, supplement or other change to any

Note Resolution (that the Trustee is aware of); provided, however, that the Trustee shall incur no liability for failure to so notify.

ARTICLE IX

AMENDMENT OF OR SUPPLEMENT TO THE TRUST AGREEMENT

Section 9.01. Amendment or Supplement of Trust Agreement. This Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the Note Participations then Outstanding, exclusive of Note Participations disqualified as provided in Section 9.02, are filed with the Trustee. No such amendment or supplement shall (1) reduce the rate of interest evidenced and represented by any Note Participation or extend the Interest Payment Date or reduce the amount of principal evidenced and represented by any Note Participation or extend the Principal Payment Date thereof without the prior written consent of the Owner of the Note Participation so affected, or (2) reduce the percentage of Owners whose consent is required by the terms of this Trust Agreement for the execution of certain amendments hereof or supplements hereto, or (3) modify any of the rights or obligations of the Trustee without its prior written consent thereto.

This Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto without the written consents of any Owners, or to the extent that such amendment shall not materially adversely affect the interests of the Owners, for any purpose including, without limitation, one or more of the following purposes:

(a) to add to the agreements, conditions, covenants and terms contained herein required to be observed or performed by the Issuers other agreements, conditions, covenants and terms thereafter to be observed or performed by the Issuers, or to surrender any right reserved herein to or conferred herein on the Issuers;

(b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which any Issuer may deem desirable or necessary; or

(c) to modify, amend or supplement this Trust Agreement or any supplement hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Note Participations for sale under the securities laws of the United States of America or of any of the states of the United States of America and, if twenty percent of the Issuers or Bond Counsel so determine, to add to this Trust Agreement or any supplement hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute.

Section 9.02. Disqualified Note Participations. Note Participations held for the account of the Issuers (but excluding Note Participations held in any pension or retirement fund of the Issuers) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation

of Outstanding Note Participations provided herein, and shall not be entitled to consent to or take any other action provided herein, and the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for herein shall be deemed effective, to reveal if the Note Participations as to which such consent is given are disqualified as provided in this Section.

Section 9.03. Procedure for Amendment with Written Consent of the Owners. The Trust Agreement may be amended by supplemental agreement as provided in this Section 9.03 in the event the consent of the Owners is required pursuant to Section 9.01 hereof. A description of the proposed amendment, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Note Participation at his address as set forth in the Note Participation registration books maintained pursuant to Section 2.07 hereof, but failure to receive copies of such description and request so mailed shall not affect the validity of the supplemental agreement when assented to as in this Section provided. Nothing herein shall be deemed to require the mailing of the supplemental agreement itself to the Owners.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Note Participations then Outstanding (exclusive of Note Participations disqualified as provided in Section 9.02 hereof) and notices shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Note Participations for which such consent is given, which proof shall be acceptable to the Trustee. Any such consent shall be binding upon the Owner of the Note Participation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the Trustee has received the required percentage of consents of the Owners of the Note Participations and acknowledged the same to the Issuers.

After the Owners of the required percentage of Note Participations shall have filed their consents to such supplemental agreement, the Trustee shall acknowledge to the Issuers the effectiveness of the agreement and shall mail a notice to the Owners of the Note Participations in the manner hereinbefore provided in this Section for the mailing of such description, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Note Participations and is effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved.

Section 9.04. Endorsement or Replacement of Note Participations after Amendment or Supplement. After the effective date of any action taken as hereinabove provided, the Trustee may determine that the Note Participations may bear a notation by endorsement in form approved by the Trustee as to such action, and in that case upon demand of the Owner of any Outstanding Note Participation and presentation of the Note Participation for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Note Participation. If the Trustee shall so determine, new Note Participations so modified as in the opinion of the Trustee shall be necessary to conform to such action shall be prepared, and in that case upon demand of the Owner of any Outstanding Note Participations such new Note Participations shall be exchanged without

cost to each Owner for Note Participations then Outstanding at the office of the Trustee upon surrender of such Outstanding Note Participations. All Note Participations surrendered to the Trustee pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

Section 9.05. Amendment or Supplement by Mutual Consent. The provisions of this Article shall not prevent any Owner from accepting any amendment or supplement as to the particular Note Participations owned by him; provided, that due notation thereof is made on such Note Participations. No amendment or supplement of a Note Participation shall be made without prior compliance with the provisions of this Article IX pertaining to amendment or supplement of this Trust Agreement.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Note Participations and Trust Agreement.

(a) If the Trustee shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Note Participations the interest and principal evidenced and represented thereby at the times and in the manner provided herein and therein, then such Owners shall cease to be entitled to the pledge of and lien on the Notes and any interest in the funds held hereunder as provided herein, and all agreements and covenants of the Issuers to such Owners hereunder and under the Note Resolution shall thereupon cease, terminate and become void and shall be discharged and satisfied.

(b) Any Outstanding Note Participations shall on their Principal Payment Date be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall be on deposit with the Trustee moneys which are sufficient to pay the interest and principal evidenced and represented by such Note Participations payable on and prior to their Principal Payment Date.

(c) Any Outstanding Note Participations shall prior to their Principal Payment Date be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient or United States Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal, and which are not subject to redemption except by the holder thereof prior to maturity (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an independent certified public accountant delivered to the Trustee, to pay when due the interest evidenced and represented by such Note Participations on and prior to their Principal Payment Date and the principal evidenced and represented by such Note Participations.

(d) After the payment of the interest and principal evidenced and represented by all Outstanding Note Participations as provided in this section, at the Request of any Issuer, the Trustee shall execute and deliver to the Issuers all such instruments as Issuers may deem necessary or desirable to evidence the discharge and satisfaction of the Trust Agreement, and the Trustee, after payment of all fees and expenses of the Trustee, shall pay over or deliver to the Issuers all money or deposits or investments held by it pursuant hereto which are not required for the payment of the interest and principal evidenced and represented by such Note Participations.

Section 10.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or principal evidenced and represented by any Note Participations which remains unclaimed for two (2) years after the date when the payments evidenced and represented by such Note Participations have become payable, if such money was held by the Trustee on such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and principal evidenced and represented by such Note Participations have become payable, shall be repaid by the Trustee to the Issuers as their interests appear as their absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Issuers for the payment of the interest and principal evidenced and represented by such Note Participations; provided, that before being required to make any such payment to the Issuers, the Trustee may, as a charge on such funds, give notice by mail to all Owners of Note Participations that such money remains unclaimed and that after a date named in such notice, which date shall not be less than sixty (60) days after the date of giving such notice, the balance of such money then unclaimed will be returned to the Issuers.

ARTICLE XI

CONTINUING DISCLOSURE AGREEMENT

Section 11.01. Continuing Disclosure Agreement. Article XI of this Trust Agreement constitutes a continuing disclosure agreement (the “Continuing Disclosure Agreement”), which is entered into by the Issuers and the Trustee for the benefit of the Owners and beneficial owners of the Note Participations and in order to assist the Participating Underwriters in complying with Rule 15c2-12(b)(5) under the Securities Exchange Act of 1934.

Section 11.02. Definitions. In addition to the definitions set forth in Article I, which apply to any capitalized term used in this Article XI unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Disclosure Representative” shall mean the Authorized Issuer Representative of each of the Issuers or his or her designee, or such other officer or employee as any Issuer shall designate in writing to the Dissemination Agent and the Trustee from time to time.

“Dissemination Agent” shall mean Digital Assurance Certification L.L.C. (“DAC”), acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuers and which has filed with the Trustee a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system information about which may be found at the following Internet address: <http://emma.msrb.org/>.

“Financial Obligation” means “financial obligation” as such term is defined in the Rule.

“Listed Events” shall mean any of the events listed in Section 11.03 hereof.

“MSRB” means the Municipal Securities Rule Making Board.

“Participating Underwriter” shall mean any of the original underwriters of the Note Participations required to comply with the Rule in connection with offering of the Note Participations.

“Repository” shall mean EMMA or any other repository designated for purposes of the Rule and recognized by the Securities and Exchange Commission.

“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.

Section 11.03. Reporting of Listed Events.

(a) Pursuant to this Section each Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to its Note and the Note Participations in a timely manner not later than 10 Business Days after the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Note Participations, or other material events affecting the tax status of the Note Participations;
7. modifications to rights of Note Participation holders, if material;
8. Note Participation calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. rating changes;
12. bankruptcy, insolvency, receivership or similar event of such Issuer;

Note: for the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing 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 Issuer;

13. the consummation of a merger, consolidation, or acquisition involving such Issuer or the sale of all or substantially all of the assets of such Issuer, 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, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of such Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of such Issuer, any of which affect Note Participation holders, if material; and

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of such Issuer, any of which reflect financial difficulties.

(b) The Trustee shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events, without making any determination as to materiality, contact the applicable Disclosure Representative or Representatives, inform such person of the event, and request that the applicable Issuer or Issuers promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f) of this Section. For purposes of this Article XI, “actual knowledge” of such Listed Events shall mean knowledge by an officer of the Trustee at the Principal Office of the Trustee with regular responsibility for matters related to the Trust Agreement and Note Participations.

(c) Whenever any Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee pursuant to subsection (b) or otherwise, such Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If any Issuer learns of the occurrence of a Listed Event described in subsection (a) above, the Issuer shall pursuant to subsection (f) promptly notify the Dissemination Agent in writing so that within 10 Business Days of such occurrence the Dissemination Agent can cause to be filed a notice of such occurrence with EMMA.

(e) If in response to a request under subsection (b), the applicable Issuer determines that a Listed Event specified in subsection (a) would not be material under applicable federal securities laws, such Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by any Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board in an electronic format as prescribed by the Municipal Securities Rulemaking Board. Notwithstanding the foregoing, notice of Listed Events described in clauses (a)(7) and (b)(3) shall not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Note Participations pursuant to this Trust Agreement unless otherwise directed by the Issuers in writing.

Section 11.04. Termination of Reporting Obligation. The Issuer's, Trustee's and Dissemination Agent's obligations under this Article XI shall terminate upon the defeasance, prior redemption or payment in full of all of the Notes and the Note Participations.

Section 11.05. Dissemination Agent. The Issuers may, from time to time, appoint or engage a Dissemination Agent to assist them in carrying out their respective obligations under this Article XI, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be DAC. The Dissemination Agent may resign at any time by providing at least thirty (30) days written notice to the Issuers and the Trustee.

Section 11.06. Amendment; Waiver. The Issuers may, from time to time, appoint or engage a Dissemination Agent to assist them in carrying out their respective obligations under this Article XI, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Notwithstanding any other provision of this Article XI, the Issuers and the Dissemination Agent and the Trustee may amend this Article XI (and the Trustee and the Dissemination Agent shall agree to any amendment so requested by the Issuers, provided neither the Trustee or Dissemination Agent shall be obligated to enter into an amendment increasing or modifying its duties or obligations hereunder), and any provision of this Article XI may be waived, provided the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 11.03 it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of any of the Issuers or type of business conducted thereby;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Issuers and the Trustee, have complied with the requirements of the Rule at the

time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in this Trust Agreement for amendments to this Trust Agreement with the consent of Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Issuers and the Trustee, materially impair the interests of Owners or beneficial owners of the Note Participations; and

(d) the Issuers shall have delivered copies of such opinions and amendment to each Repository.

Section 11.07. Additional Information. Nothing in this Article XI shall be deemed to prevent the Issuers from disseminating any other information, using the means of dissemination set forth in this Article XI or any other means of communication, or notice of occurrence of a Listed Event, in addition to that which is required by this Article XI. If the Issuers choose to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Article XI, the Issuers shall have no obligation hereunder to update such information or include it in any future notice of occurrence of a Listed Event.

Section 11.08. Default. In the event of a failure of the Issuers or the Trustee to comply with any provision of this Article XI, (i) the Trustee shall, at the written request of any Participating Underwriter or the Owners or beneficial owners of at least 25% aggregate principal amount of Outstanding Note Participations (but only to the extent indemnified to its satisfaction from any liability or expenses, including, without limitation, fees, costs and expenses of its attorneys), or (ii) any Owner or beneficial owner of a Note Participation may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuers or Trustee, as the case may be, to comply with its obligations under this Article XI. A default under this Article XI shall not be deemed an “Event of Default” under Section 7.01 hereof or under any Note Resolution, and the sole remedy under this Article XI in the event of any failure of the Issuers or the Trustee to comply with this Article XI shall be an action to compel performance.

Section 11.09. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Article XI, and the Issuers agree to indemnify and save the Dissemination Agent and the Trustee, their 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 fees, costs and expenses (including attorneys’ fees, costs and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s or Trustee’s negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuers for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the Issuers 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 it by the Issuers hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuers,

Owners or any other party. The obligations of the Issuers under this Section shall survive resignation or removal of the Dissemination Agent or Trustee and payment of the Notes and the Note Participations.

Section 11.10. Beneficiaries. This Article XI shall inure solely to the benefit of the Issuers, the Trustee, the Dissemination Agent, the Purchaser and the Participating Underwriters and the Owners and beneficial owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Issuers, the Trustee, the Dissemination Agent and the Owners any claim, remedy or right under or pursuant hereto, and any agreement, condition, covenant or term contained herein required to be observed or performed by or on behalf of the Issuers shall be for the sole and exclusive benefit of the Trustee and the Owners and their successors.

Section 12.02. Successor Deemed Included in All References to Predecessor. Whenever either the Issuers, the Dissemination Agent, or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Issuers or the Trustee or such officer, and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Issuers or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 12.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or such Owner's attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may accept which it may deem sufficient.

Any declaration, request or other instrument in writing of the Owner of any Note Participation shall bind all future Owners of such Note Participation with respect to anything done or suffered to be done by the Issuers or the Trustee in good faith and in accordance therewith.

Section 12.04. Waiver of Personal Liability. No supervisor, trustee, member, officer or employee of the Issuers shall be individually or personally liable for the payment of the interest or principal evidenced and represented by the Note Participations, but nothing contained herein shall

relieve any trustee, member, officer or employee of the Issuers from the performance of any official duty provided by any applicable provisions of law or by the Notes or the Note Resolution.

Section 12.05. Acquisition of Note Participations by Issuers. All Note Participations acquired by the Issuers, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation and the principal amount thereof shall be credited towards the principal amount of such Issuer's Note and the interest thereon.

Section 12.06. Content of Certificates. Every Certificate of the Issuers with respect to compliance with any agreement, condition, covenant or term contained herein shall include: (a) a statement that the person or persons executing such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the Issuers may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person or persons executing such certificate know that the Opinion of Counsel with respect to the matters upon which his or their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters and information with respect to which is in the possession of the Issuers, upon a representation by an officer or officers of the Issuers unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 12.07. Notice by Mail. Any notice required to be given hereunder by mail to any Owners of Note Participations shall be given by mailing a copy of such notice, first class postage prepaid, to the Owners of such Note Participations at their addresses appearing in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07 not less than thirty (30) days nor more than sixty (60) days following the action or prior to the event concerning which notice thereof is required to be given; provided, that receipt of any such notice shall not be a condition precedent to the effectiveness of such notice and failure to receive any such notice shall not affect the validity of the proceedings taken in connection with the action or the event concerning which such notice was given.

Section 12.08. Funds. Any fund required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purpose of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with industry practice and with due regard for the instructions, if any, delivered to the Trustee for the protection of the security of the Note.

Section 12.09. Investments. Upon the Request of any Issuer, moneys held by the Trustee with respect to the corresponding Proceeds Subaccount or Payment Account of such Issuer, shall be invested in any of the Permitted Investments (immediately upon receipt of any such Request) which will, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder; and provided further, in the event it is not possible to immediately so invest any funds held hereunder, such funds shall be invested in the overnight sweep account of the Trustee upon receipt of written direction of the Issuer. In absence of any such Request of the Issuer, the Trustee shall hold such funds uninvested. The amounts held in the several Payment Accounts and Proceeds Subaccounts will be accounted for separately for the respective Issuers. The Trustee may act as principal or agent in the acquisition or disposition of any such deposit or investment and may at its sole discretion, for the purpose of any such deposit or investment commingle any of the money held by it hereunder. The Trustee shall not be liable or responsible for any loss suffered in connection with any such deposit or investment made by it under the terms of and in accordance with this section. The Trustee may present for redemption or sell any such deposit or investment whenever it shall be necessary in order to provide money to meet any payment of the money so deposited or invested, and the Trustee shall not be liable or responsible for any losses resulting from any such deposit or investment presented for redemption or sold. Any interest or profits on such deposits and investments received by the Trustee shall be credited to the fund or account from which such investment was made. The parties acknowledge and agree that the Trustee is not providing investment supervision, recommendations, or advice in any respect under this Trust Agreement.

Moneys held by the Trustee in the Costs of Issuance Fund, Principal Fund and the Interest Fund shall be invested in Permitted Investments as directed by the Issuers in writing. If no such written investment directions is received, the funds shall not be invested.

The Issuers acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuers the right to receive brokerage confirmations of security transactions as they occur, the Issuers specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuers periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as agent, sponsor or advisor in connection with any investment made by the Trustee hereunder.

Section 12.10. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto 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 subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause thereof.

Section 12.11. Entire Agreement; Partial Invalidity. This Trust Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any one or more of the

agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of the Issuers or the Trustee shall be contrary to law, then such agreement or agreements, 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 agreements, conditions, covenants and terms hereof and shall in no way affect the validity hereof or of the Note Participations, and the Owners shall retain all the benefit, protection and security afforded to them hereunder and under all provisions of applicable law. The Issuers and the Trustee hereby declare that they would have executed and entered into this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Note Participations pursuant hereto irrespective of the fact that any one or more of the articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 12.12. California Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 12.13. Notices. All written notices to be given hereunder shall be given by mail 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 in writing from time to time, namely:

If to the Trustee:	Wilmington Trust, National Association 650 Town Center Drive, Suite 800 Costa Mesa, California 92626-7121 Attention: Corporate Client Services
If to the Issuers:	To the individual addresses provided to the Trustee
If to the Purchaser:	J.P. Morgan Securities LLC 1415 L Street, Suite 650 Sacramento, California 95814

Section 12.14. Effective Date. This Trust Agreement shall become effective upon its execution and delivery.

Section 12.15. Execution in Counterparts. This Trust 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 County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

COUNTY OF SAN DIEGO

By: _____
Authorized Issuer Representative

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Signatory

IN WITNESS WHEREOF, the County and each of the Districts named in Schedule I hereto have caused this Trust Agreement to be signed in their names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

[DISTRICT]

By: _____
Authorized Issuer Representative

EXHIBIT A

FORM OF NOTE PARTICIPATION

No.

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATION, SERIES 2022A-2

Evidencing and Representing a Proportionate
Undivided Interest of the Owner Hereof
in Notes issued by San Diego County

<u>Interest Rate</u>	<u>Principal</u> <u>Payment Date</u>	<u>Date of</u> <u>Delivery</u>	<u>CUSIP</u>
[]%	[Maturity Date]	[], 2022	797381[]

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: \$[Principal Amount]

THIS IS TO CERTIFY that the registered owner set forth above of this County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program Note Participations, Series 2022A-2 (the “Note Participation”), is the owner of a proportionate undivided interest in the rights to receive the principal and interest payments on the Notes (as that term is defined in the Trust Agreement hereinafter mentioned) issued by San Diego County (the “Issuer”) all of which rights are evidenced and represented by this Note Participation. Such Notes have been deposited by the Issuer with Wilmington Trust, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, at its principal corporate trust office in Costa Mesa, California, as trustee (together with any successor thereto in accordance with the Trust Agreement, the “Trustee”). The Trustee may designate a different corporate trust office hereunder by an instrument in writing delivered to the County of San Diego.

The Trustee is executing this Note Participation solely in its capacity as Trustee under the Trust Agreement and is not liable thereon in its individual or personal capacity.

The registered owner of this Note Participation is entitled to receive, subject to the terms of the Notes, on the Principal Payment Date (the “Principal Payment Date”) set forth above, upon surrender of this Note Participation on such Principal Payment Date at said office of the Trustee, the principal sum set forth above, representing the registered owner’s proportionate share of the principal payments on the Notes becoming due and payable on such Principal Payment Date. In addition, the registered owner of this Note Participation is entitled to receive such registered owner’s proportionate share of the interest payments on the Notes accruing from the date of initial issuance of the Notes and becoming due and payable on the Principal Payment Date. Such proportionate share of interest is determined by the multiplication of the aforesaid principal sum

by the interest rate per annum set forth above determined on the basis of a 360-day year consisting of twelve 30-day months. All such amounts are payable in lawful money of the United States of America.

This Note Participation is one of the duly authorized certificates of participation entitled “County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program Note Participations, Series 2022A-2” (the “Note Participations”) which have been executed by the Trustee under and pursuant to the terms of a Trust Agreement (the “Trust Agreement”) dated as of [Dated Date] by and among the Trustee, the County of San Diego and certain school districts named therein. Copies of the Trust Agreement are on file at said office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Note Participations, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Note Participations with respect thereto, for the terms under which the Trust Agreement and the Notes can be amended, and for the other agreements, conditions, covenants and terms upon which the Note Participations are executed and delivered thereunder, all to which the owner hereof assents and agrees by acceptance hereof.

The Note Participations are authorized to be executed and delivered in the form of fully registered Note Participations in denominations of five thousand dollars (\$5,000) or any integral multiple thereof.

This Note Participation is transferable or exchangeable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Note Participation for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange, a new Note Participation or Note Participations of authorized denominations equal to the principal amount hereof will be executed and delivered by the Trustee to the registered owner hereof in exchange or transfer therefor.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Note Participation shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal evidenced and represented by this Note Participation shall be made only to such registered owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by this Note Participation to the extent of the sum or sums so paid.

The Note Participations each evidence and represent a proportionate undivided interest in the Notes and enjoy the benefits of a security interest in the money held in certain funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein.

The Notes are issued pursuant to Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (herein called the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) by the Issuers in anticipation of the receipt

of taxes, income, revenue, cash receipts and other moneys to be received by the Issuer attributable to Fiscal Year 2022-23, a portion of which revenues are pledged for repayment of the Notes.

The Trustee has no obligation or liability to the registered owners of the Note Participations for the payment of the interest or principal evidenced and represented by the Note Participations; but rather the Trustee's sole obligation is to administer, for the benefit of the Issuers and the registered owners of the Note Participations, the various funds and other duties established under the Trust Agreement.

The Owner hereby has a proportionate undivided ownership interest in each of the Notes identified in the Trust Agreement.

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

IN WITNESS WHEREOF, this Note Participation has been dated the date of initial delivery hereof, and has been executed by the manual signature of an authorized officer of the Trustee on the following date:

Date: [____], 2022

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____ whose tax identification number is _____ the within Note Participation and do(es) hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer such Note Participation on the register of the Trustee, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED BY:

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Note Participation in every particular, without alteration or enlargement or any change whatsoever, and the signature(s) must be guaranteed by an eligible guarantor institution.

EXHIBIT B

FORM REQUISITION FROM PROCEEDS ACCOUNT

To: Wilmington Trust, National Association, as Trustee

From: _____

Dated Date: _____

Re: 2022-23 County of San Diego and San Diego County School Districts Tax and Revenue
Anticipation Note Program (the "Program")

Requisition No. ____

The undersigned, on behalf of the _____ (the "Issuer"), hereby requests payment, from the Proceeds Subaccount of the Issuer pursuant to the Program, the amount of \$_____ [by wire/check/ACH (circle one)] for purposes for which the Issuer is authorized to expend moneys. If the payment is by wire or ACH, please fill in the following information:

Name, Address and Phone Number of Bank:

ABA#: _____

Account No.: _____

The undersigned hereby certifies as follows:

1. The amount requisitioned hereby is for a purpose for which the Issuer is authorized to expend funds from the general fund of the Issuer.
2. Other funds of the Issuer are not readily available for expenditure for such purposes.
3. The representations of the Issuer set forth in Section 10 of the Resolution of the Issuer providing for the issuance and sale of a 2022-23 Tax and Revenue Anticipation Note (the "Resolution") are true and correct in all material respects as though made on and as of this date except to the extent that such representations relate to an earlier date.

4. As of the date hereof, no event has occurred and is continuing which constitutes an Event of Default under the Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Authorized Issuer
Representative

EXHIBIT C

DEPOSIT NOTICE

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS
Tax and Revenue Anticipation Note Program
Note Participations, Series 2022A-2

Name of Issuer: [name of issuer]

Today's Date: _____

Please indicate form of repayment below. PLEASE CONFIRM RECEIPT OF FAX BY CALLING
CORPORATE TRUST

_____ – *voice*

_____ – *fax*

- ☐ 1. **WIRE TRANSFER:** Please make Check Payable to _____
Reference: San Diego Schools [series name]
[name of Issuer]

Send Check via overnight courier to:

Amount of Check: \$ _____ Date Mailed: _____

Via (type of deliver): _____

- ☐ 2. **WIRE TRANSFER**
Please provide the following information no later than one day before the wire

Amount of Wire: \$ _____

Date wire will be sent: _____

Name of Sending Bank: _____

_____ Wiring Instruction are as follows:

ABA: _____
ACCOUNT: _____
Ref: San Diego Schools [series name] [name of Issuer]
ATTN: _____

☐ 3. ACH TRANSFER: * Automatic Clearing House Transfer Instruction

Date of Transfer _____
Issuer's Bank Name: _____
ABA: _____
Account Number: _____
Account Type (check one) ☐ Checking ☐ Savings
Account Name: _____
[name of District]
Amount to Transfer: \$ _____
Transfer Date: _____

Dated: _____, 20__

[Issuer]

By:
Title:
Authorized Representative

* This type of repayment authorizes _____ to automatically debit the Issuer's account via ACH and requires the Issuer's authorized representative signature. The transfer will be initiated by _____ and the Transfer amount will be shown on the Issuer's account on the following business day.

SCHEDULE I

PARTICIPATING ISSUERS

Issuer	Principal Amount of Note
	\$

SCHEDULE II

SUBACCOUNT AMOUNTS

Issuer	Costs of Issuance	Proceeds Subaccount Deposit
	\$	\$

**COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS,**

\$ _____
SERIES 2022A-1
(TAX-EXEMPT)

\$ _____
SERIES 2022A-2
(FEDERALLY TAXABLE)

CONTRACT OF PURCHASE

_____, 2022

County of San Diego, on behalf of
the School Districts listed in
Appendix A

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the “Representative”), on behalf of itself and Citigroup Global Markets Inc. (together, the “Underwriters”), offers to enter into this Contract of Purchase (“Purchase Contract”) with the County of San Diego (the “County”), acting on behalf of the various school districts listed in Appendix A hereto (the “Districts”), which, upon the County’s acceptance of this offer, will be binding upon the County, each District and upon the Underwriters. This offer is made subject to the County’s acceptance of this Purchase Contract at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the County at any time prior to the acceptance hereof by the County.

The \$ _____ aggregate principal amount of County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022A-1 (Tax-Exempt) (the “Series 2022A-1 Note Participations”) are being delivered pursuant to the terms of a Trust Agreement, dated as of ____ 1, 2022 (the “Series 2022A-1 Trust Agreement”), by and among the County, the Districts designated as the “Series 2022A-1 Districts” in Appendix A hereto (the “Series 2022A-1 Districts”), and Wilmington Trust, N.A. (the “Trustee”).

The \$ _____ aggregate principal amount of County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022A-2 (Federally Taxable) (the “Series 2022A-2 Note Participations,” and together with the Series 2022A-1 Note Participations, the “Note Participations”) are being delivered pursuant to the terms of a Trust Agreement, dated as of ____ 1, 2022 (the “Series 2022A-2 Trust Agreement,” and together with the Series 2022A-1 Trust Agreement, the “Trust Agreements,” and individually, a “Trust Agreement”), by and among the County, the Districts designated as the “Series 2022A-2 Districts” in Appendix A

hereto (the “Series 2022A-2 Districts” and together with the Series 2022A-1 Districts, the “Districts”), and the Trustee.

The Note Participations shall be dated as of their date of delivery, and shall mature on June 30, 2023 as set forth in Appendix B hereto and evidence and represent a proportionate and undivided interest in the (i) respective tax and revenue anticipation notes (the “Notes”) issued by the County on behalf of the Districts, and (ii) debt service payments on the respective Notes to be made by the respective Districts. All capitalized terms used herein are defined and shall have the meanings set forth in the respective Trust Agreements, unless otherwise defined herein.

1. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the County, on behalf of the Districts, and the County hereby agrees to sell and deliver, on behalf of the Districts, to the Underwriters the Notes, as evidenced and represented by the Note Participations.

The purchase prices for the Notes attributable to each series of Note Participations shall be derived from the proceeds from the sale of the Notes to the Underwriters, which aggregate purchase prices shall be the purchase prices set forth in the pricing confirmations attached hereto as Appendix B. Also set forth hereto in Appendix B are the pricing confirmations for each of the Districts’ respective Notes (together with the pricing confirmations for each series of the Note Participations, the “Pricing Confirmations”). The Notes shall bear interest and have such other terms as set forth in the Pricing Confirmations, which are hereby agreed to by and between the Underwriters and the duly authorized officer of the County executing this Purchase Contract on behalf Districts, which execution may be deemed execution of the Pricing Confirmations by the County on behalf of the Districts, as well.

The aggregate purchase price for the Series 2022A-1 Note Participations shall be \$_____ (consisting of the \$_____ aggregate principal amount of the Series 2022A-1 Note Participations, plus original issue premium of \$_____, less \$_____ of Underwriters’ discount). The aggregate purchase price for the Series 2022A-2 Note Participations shall be \$_____ (consisting of the \$_____ aggregate principal amount of the Series 2022A-2 Note Participations, less \$_____ of Underwriters’ discount).

The principal amount of each District’s Note, together with the interest thereon, will be payable from taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits, but excepting certain moneys encumbered for a special purpose), and which are available for payment thereof (collectively, the “Unrestricted Revenues”). As security for the payment of the principal of and interest on its Note, each District has, pursuant to its respective District Resolution (as defined herein), pledged certain Unrestricted Revenues thereof, as more specifically set forth in each District’s Pricing Confirmation included as Appendix B hereto, and the principal of each Note and the interest thereon shall constitute a first lien and charge thereon.

The delivery of the Note Participations shall take place at 9:00 a.m., California time, on the closing date set forth in the Pricing Confirmations (the “Closing” or the “Closing Date”) or at such other time or date as may be mutually agreeable to the County and the Representative, at the Los Angeles offices of Hawkins Delafield & Wood LLP (“Bond Counsel”). At the Closing, the County

shall cause the Notes to be deposited with the Trustee under the respective Trust Agreements and shall cause the Trustee to accept deposit of the Notes and to deliver the Note Participations to the Underwriters in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and the proceeds of the purchase prices of the Notes set forth in the Pricing Confirmations shall be deposited in same day funds by the Trustee in an amount indicated in the Pricing Confirmations as the deposit to the appropriate Proceeds Fund held under the respective Trust Agreements and credited to subaccounts of that Fund, one of which shall be established for each of the Districts, and the remainder in the appropriate Costs of Issuance Fund held under the respective Trust Agreements. If the Representative shall so request at least five business days prior to the Closing Date, the Note Participations shall be pre-executed and delivered in definitive form to The Depository Trust Company, New York, New York, at least 24 hours prior to the Closing. Each District's Note and the Note Participations shall be made available to the Underwriters for inspection and packaging at least 24 hours prior to Closing.

2. The Underwriters agree to make a bona fide public offering of all the Note Participations at the initial public offering prices set forth on the cover page of the Official Statement.

(a) The Representative, on behalf of the Underwriters, agrees to assist the County in establishing the issue price of the Series 2022A-1 Note Participations and each underwriter allotted Series 2022A-1 Note Participations shall execute and deliver to the County at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the County and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the respective allotted Series 2022A-1 Note Participations. All actions to be taken by the County under this section to establish the issue price of the Series 2022A-1 Note Participations may be taken on behalf of the County by Government Financial Strategies, Inc., Municipal Advisor to the County and the Districts, and any notice or report to be provided to the County may be provided to such Municipal Advisor.

(b) Except as otherwise set forth in Appendix C hereto, the County will treat the first price at which 10% of each maturity of the Series 2022A-1 Note Participations (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Representative shall report to the County the price or prices at which the Underwriters have sold to the public each maturity of Series 2022A-1 Note Participations. If at that time the 10% test has not been satisfied as to any maturity of the Series 2022A-1 Note Participations, the Underwriters agree to promptly report to the District the prices at which it sells the unsold Series 2022A-1 Note Participations of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2022A-1 Note Participations of that maturity or until all Series 2022A-1 Note Participations of that maturity have been sold to the public.

(c) The Underwriters confirm that they have offered the Series 2022A-1 Note Participations to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix C

attached hereto, except as otherwise set forth therein. Appendix C also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2022A-1 Note Participations for which the 10% test has not been satisfied and for which the County and the Underwriters agree that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2022A-1 Note Participations, the Underwriters will neither offer nor sell unsold Series 2022A-1 Note Participations of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2022A-1 Note Participations to the public at a price that is no higher than the initial offering price to the public.

The Underwriters shall promptly advise the County when they have sold 10% of that maturity of the Series 2022A-1 Note Participations to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriters confirm that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2022A-1 Note Participations to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Series 2022A-1 Note Participations of each maturity allotted to it until it is notified by the Underwriters that either the 10% test has been satisfied as to the Series 2022A-1 Note Participations of that maturity or all Series 2022A-1 Note Participations of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriters. The County acknowledges that, in making the representation set forth in this subsection, the Underwriters will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2022A-1 Note Participations to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2022A-1 Note Participations to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that the Underwriters shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2022A-1 Note Participations.

(e) The Underwriters acknowledge that sales of any Series 2022A-1 Note Participations to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means: (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022A-1 Note Participations to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2022A-1 Note Participations to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2022A-1 Note Participations to the public); and

(iii) a purchaser of any of the Series 2022A-1 Note Participations is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) no more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

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

3. The County agrees to cause to be delivered to the Underwriters, within seven business days of the date hereof (but in no event later than two business days prior to the date of the Closing), as many copies of the final Official Statement, signed on behalf of the Districts by the Auditor and Controller, the Treasurer-Tax Collector of the County (the “Treasurer-Tax Collector”) or any other duly authorized officer of the County (each an “Authorized Representative”) and dated as of the date hereof (the “Official Statement”), as the Representative shall reasonably request in order to comply with paragraph (b)(4) of Rule 15c2-12 of the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934 (as amended, the “Rule”) and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. If, at any time prior to 25 days after the initial delivery of the Note Participations, any event occurs as result of which information relating to the Districts included in the Official Statement, contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriters thereof, and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County and the Districts will cooperate with the Underwriters in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Representative, and all reasonable expenses thereby incurred will be paid for by the Districts, including such additional

legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

4. The Note Participations shall be as described in, and shall be executed, delivered and secured under and pursuant to the Trust Agreements. The Note Participations shall be further described in resolutions of the Districts authorizing the borrowing of funds for Fiscal Year 2022-2023 and the issuance of the Notes (each, a “District Resolution,” and collectively, the “District Resolutions”) and a Resolution adopted by the Board of Supervisors of the County (the “Board of Supervisors”) on _____, 2022 (the “County Resolution”).

5. It shall be a condition to the County’s obligations to sell and deliver the Note Participations to the Underwriters and to the obligation of the Underwriters to purchase, accept delivery of and pay for the Note Participations that the entire principal amount of the Note Participations shall be sold and delivered by the County and purchased, accepted and paid for by the Underwriters at the Closing.

6. The County hereby authorizes, on behalf of the Districts, this Purchase Contract, the Trust Agreements, the County Resolution, the District Resolutions and the Official Statement, and the information herein and therein contained, to be used by the Underwriters in connection with the public offering and the sale of the Note Participations. The County hereby ratifies and consents on behalf of the Districts to the use by the Underwriters, prior to the date hereof, of the Preliminary Official Statement, dated _____, 2022, relating to the Note Participations (the “Preliminary Official Statement”). The Preliminary Official Statement was deemed final by the Districts as of its date, except for the omission of such information which is dependent upon the final pricing of the Note Participations for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

7. The County represents and warrants to the Underwriters that:

(a) All representations and warranties set forth in the County Resolution are true and correct on the date hereof and are made for the benefit of the Underwriters as if set forth herein.

(b) The adoption of the County Resolution and the execution and delivery of the Trust Agreements and this Purchase Contract, and compliance with the provisions hereof and thereof, will not in any material respect conflict with, or constitute a breach of or default under, the County’s duties under the County Resolution or any law, administrative regulation, court decree, resolution, by-laws or other agreement to which the County is subject or by which it or any of its property is bound.

8. Each District represents and warrants to the Underwriters that:

(a) All representations and warranties set forth in the applicable District Resolution are true and correct on the date hereof and are made for the benefit of the Underwriters as if set forth herein.

(b) The Preliminary Official Statement, except for information specifically relating to the other Districts and their finances included in the Preliminary Official Statement,

including Appendices A, B, C and E, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Official Statement, except for information specifically relating to the other Districts and their finances included in the Official Statement, including Appendices A, B, C and E, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein in light of the circumstance under which they were made not misleading.

(d) If the Official Statement is supplemented or amended pursuant to Paragraph 3 hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement (except for information specifically relating to the other Districts and their finances included in the Official Statement, including Appendices A, B, C and E) as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(e) A copy of the applicable District Resolution has been delivered to the Underwriters, and such District Resolution has not been and will not be amended or repealed without the consent of the Representative, which consent will not be unreasonably withheld.

(f) Except as may be described in the Preliminary Official Statement and the Official Statement, the District is not in material breach of or default in any material respect under any applicable administrative regulation of the State of California (the “State”) or the United States, or any applicable judgment or decree relating to the issuance of the Notes or any loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or any of its property is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default in any material respect by the District under any of the foregoing. The adoption of the District Resolution and the execution and delivery of the Trust Agreements, its Note and this Purchase Contract, and compliance with the provisions hereof and thereof, will not in any material respect conflict with, or constitute a breach of or default under, the District’s duties under the District Resolution or any law, administrative regulation, court decree, resolution, by-laws or other agreement to which the District is subject or by which it or any of its property is bound.

(g) The District agrees, pursuant to the applicable Trust Agreement and as described in the Preliminary Official Statement and the Official Statement, to provide or cause to be provided in a timely manner notice of certain listed events respecting the District or its respective Note. These agreements have been made in order to assist the Underwriters in complying with the Rule. Except as set forth in the Preliminary Official Statement and the Official Statement, the District has not failed to comply in the last five years, in any material respect, with any of its respective continuing disclosure undertakings pursuant to the Rule.

(h) Except as may be described in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or governmental agency or body pending against the District or, to the knowledge of the District, threatened against the District, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes or the payments to be made pursuant to the applicable District Resolution, or the pledge of Unrestricted Revenues of the District to the payment of the Notes, or in any way contesting or affecting the validity of the applicable District Resolution or this Purchase Contract, or contesting the powers of the District to enter into or perform its obligations under any of the foregoing, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the exclusion of interest on the Note Participations for State tax purposes or, with respect to the Series 2022A-1 Districts, contesting the exclusion from gross income of interest on the Series 2022A-1 Note Participations for federal income tax purposes.

(i) After due inquiry, except as may be required under the securities or blue sky laws of any jurisdiction and except for any permits or approvals heretofore received which are in full force and effect or the requirements for which is otherwise disclosed in the Preliminary Official Statement and the Official Statement, there is no consent, approval, authorization or order of, or filing with, or certification by, any governmental authority, board, agency or commission or other regulatory authority having jurisdiction over the District, other than approval and authorization of the governing board of the District and the Board of Supervisors of the County, required to adopt the District Resolution and execute and deliver the Purchase Contract and applicable Note, or consummate on the part of the District the other transactions contemplated by the District's Notes, the Preliminary Official Statement, the Official Statement, the District Resolution or the Purchase Contract.

(j) This Purchase Contract has been duly executed and delivered by the County on behalf of the District and constitutes a legal, valid and binding obligation of the District, enforceable in accordance with its terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and general principles of equity). The Note, when issued, delivered and paid for as herein provided, will have been duly authorized, executed and issued and will constitute legal, valid and binding obligation of the District entitled to the benefits of the respective District Resolution, and enforceable in accordance with its terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and general principles of equity).

9. The Underwriters have entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the County and the Districts contained herein, in the District Resolutions and the County Resolution, respectively, and to be contained in the documents and instruments to be delivered at the Closing. Accordingly, the obligations of the Underwriters under this Purchase Contract to purchase, to accept delivery of and to pay for the Note Participations shall be subject to the performance by the County and each District of its respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the County contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing and the representations and warranties of the Districts contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of the Closing, the District Resolutions, the County Resolution, the Trust Agreements, and this Purchase Contract shall be in full force and effect, and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except in such cases as may have been agreed to by the Representative and the County;

(c) At the time of the Closing, all official action of the County relating to the Trust Agreements and the County Resolution shall have been taken;

(d) The Underwriters shall have the right to terminate their obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Note Participations by notifying the County of their election to do so if, after the execution hereof and prior to the Closing,

(i) legislation shall have been enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress for passage by the President of the United States or favorably reported for passage to either House of the Congress by any Committee of such House or legislation shall have been proposed, or an authorized release or other written public announcement describing proposed legislation or proposing legislation shall have been issued, by the President of the United States, the Secretary of the Treasury or the Chairman or ranking minority member of the House Ways and Means Committee or the Senate Finance Committee, subsequent to the date hereof, or legislation pending in the Congress of the United States shall have been amended;

(ii) a decision shall have been rendered by the United States Tax Court or by a court established under Article III of the Constitution of the United States;

(iii) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States;

(iv) an authorized release, official statement or other form of notice shall have been issued by the Treasury Department of the United States or by the Internal Revenue Service;

the effect of which in any such case described in clause (i), (ii), (iii) or (iv) would be to change the treatment of interest received on obligations of the general character of the Note Participations in the gross income of the registered owners thereof for federal income tax purposes or to impose, directly or indirectly, federal income taxation upon income received by entities of the general character of the Districts in such a manner in either case as in the sole reasonable judgment of the Representative would materially adversely affect the marketability or the market price of the Note Participations or the sale, at the contemplated offering prices (or yields), of the Note Participations;

(v) the Constitution of the United States or the State shall have been amended, or proposed legislation shall have been enacted by the State, or a decision shall have been rendered by a court of the State, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the authority of the State, with respect to State taxation upon revenues or other income of the general character to be derived by the Districts or by any similar body, or upon interest on obligations of the general character of the Note Participations, which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Districts, their respective property or income, their obligations (including the Note Participations) or the interest thereon, or any tax exemption granted or authorized by the Act, or, in the opinion of the Representative, affects materially and adversely the marketability of the Note Participations, or the market price generally of obligations of the general character of the Note Participations or the sale, at the contemplated offering prices (or yields), of the Note Participations;

(vi) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis, or escalation thereof, the effect of which on financial markets is such as to make it, in the sole reasonable judgment of the Representative, impractical or inadvisable to proceed with the offering of the Note Participations as contemplated in the Preliminary Official Statement and the Official Statement;

(vii) there shall have occurred a general suspension of trading on the New York Stock Exchange or other national securities exchange, the establishment of minimum or maximum prices not in force as of the date hereof on any such exchange or the declaration of a general banking moratorium by the United States, New York State or State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred which in the sole reasonable judgment of the Representative would materially adversely affect the marketability or the market price of the Note Participations or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Note Participations;

(viii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriters) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the County refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Note Participations or the ability of the Underwriters to enforce contracts for the sale of the Note Participations;

(ix) there shall be established, by the New York Stock Exchange, any national securities exchange, the U.S. Securities and Exchange Commission, any other federal or State agency or the Congress of the United States, or by executive order, any new restriction on transactions in securities or any increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers that materially adversely

affect the market for the Note Participations or any securities of the general character of the Note Participations (including the imposition of any limit on interest rates);

(x) legislation shall have been introduced or enacted (by resolution passed) by Congress or a decision of any federal or State court or a ruling or regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission or other governmental agency which shall have been made or issued that would (A) make the Note Participations or any securities of the general character of the Note Participations subject to the registration requirements of the Securities Act of 1933, (B) require the qualification of the District Resolutions, the County Resolution or the Trust Agreements under the Trust Indenture Act of 1939, as amended, or (C) make the issuance, offering, or sale of the obligations of the general character of the Note Participations, including any and all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, a violation of the federal securities law as amended and then in effect; or

(xi) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Districts' obligations (without regard to bond insurance).

(e) At or prior to the Closing, the Underwriters shall have received each of the following documents:

(i) The Notes, each in a form consistent with the respective District Resolutions or the County Resolution.

(ii) The final approving opinions addressed to the County and each District, dated the date of Closing, of Hawkins Delafield & Wood LLP ("Bond Counsel") with respect to the validity of the Notes represented by the Note Participations and the tax-exempt status of the Series 2022A-1 Note Participations, together with a reliance letter addressed to the Underwriters and to the Trustee.

(iii) A letter addressed to the County and each District, dated the date of Closing, of Hawkins Delafield & Wood LLP, as Disclosure Counsel, in form and substance substantially as attached hereto as Appendix E, together with a reliance letter addressed to the Underwriters.

(iv) A legal opinion addressed to the Underwriters, dated the date of Closing, of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Underwriters' Counsel"), in form and substance satisfactory to the Representative, the form of which is attached hereto as Appendix D.

(v) A legal opinion, dated the date of Closing, of County Counsel, as counsel to the County, with respect to the due authorization, execution and delivery of the Notes, in form and substance acceptable to Bond Counsel.

(vi) A legal opinion, dated the date of Closing, of counsel to the Trustee, to the effect that the Trustee is a duly organized and validly existing national banking association

under the laws of the United States of America and has full power and authority to enter into and perform its duties under the Trust Agreement and to execute and deliver the Note Participations.

(vii) A legal opinion, dated the date of Closing, of counsel to the Districts, with respect to the due authorization, execution and delivery of the Notes, in form and substance acceptable to Bond Counsel.

(viii) The Official Statement.

(ix) The fully executed Trust Agreement.

(x) A certified copy of each District Resolution.

(xi) A certified copy of the County Resolution.

(xii) At the election of the Underwriters, at or prior to the Closing, evidence shall be delivered that the Note Participations shall have been rated “[SP-1+]” by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, and that the rating is in full force and effect as of the date of the Closing.

(xiii) The execution and delivery by the Series 2022A-1 Districts of a tax certificate acceptable to Bond Counsel related to the Series 2022A-1 Note Participations.

(xiv) A certificate from each District to the effect that:

(A) All representations and warranties set forth in the respective District Resolution and this Purchase Contract are true and correct on the date hereof, and will be true and correct on the date of the Closing, and are made for the benefit of the Underwriters as if set forth herein;

(B) The information relating to each respective District included in the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated herein or necessary to make the statements therein in light of the circumstance under which they were made not misleading; and

(C) A copy of the respective District Resolution has been delivered to the Underwriters, and the respective District Resolution has not and will not be amended or repealed without the consent of the Representative, which consent will not be unreasonably withheld.

(xv) A certificate of the County to the effect that:

(A) All representations and warranties set forth in the County Resolution and this Purchase Contract are true and correct on the date hereof and will be true and correct on the date of Closing;

(B) the Trust Agreements and the Notes have been duly authorized, executed and delivered by the County; and

(C) A copy of the County Resolution has been delivered to the Underwriters, and the County Resolution has not and will not be amended or repealed without the consent of the Representative, which consent will not be unreasonably withheld.

(xvi) A certificate of the Trustee to the effect that:

(A) the Trustee is a duly organized and validly existing national banking association in good standing under the laws of the United States of America, with all necessary power and authority to enter into and perform its duties under the Trust Agreements and to execute and deliver the Note Participations;

(B) the Trust Agreements and Note Participations have been duly authorized, executed and delivered by the Trustee; and

(C) the execution and delivery by the Trustee of the Trust Agreements and the Note Participations, and the performance by the Trustee of the respective terms thereof, do not violate any provision of the Trustee's Articles of Association or Bylaws or, to the best of such officer's knowledge after due inquiry, any existing law, regulation or ruling; nor, to the best of such officer's knowledge after like inquiry, are the Trust Agreement or the Note Participations in violation of, nor do they cause a default under, any agreement or instrument to which the Trustee is a party

(xvii) The Note Participations, executed by the Trustee, in a form consistent with the terms of the respective Trust Agreements.

(xviii) Such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to this transaction and the legal, valid and binding nature thereof or as may be required by the Trust Agreements, as well as compliance of all parties with the terms and conditions thereof.

(xix) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the County's and the Districts' representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the County on behalf of the Districts on or prior to the date of the Closing of all agreements then to be performed and all conditions then to be satisfied by the County.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

If the County or the Districts shall be unable to satisfy the conditions to the obligations of the Underwriters to accept delivery of and to pay for the Note Participations contained in this Purchase Contract, or if the obligations of the Underwriters to accept delivery of and to pay for the Note Participations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the County shall be under further obligations hereunder, except that the respective obligations of the County, the Districts and the Underwriters set forth in paragraphs 10 and 14 hereof shall continue in full force and effect.

10. (a) The Underwriters shall be under no obligation to pay, and the County or the Districts shall pay, any expenses incident to the performance of the County's and the Districts' respective obligations hereunder, including, but not limited to: (i) the cost of the preparation and printing of the District Resolutions, the County Resolution, the Trust Agreements, and the Official Statement; (ii) the cost of the preparation, printing, execution and authentication of the Note Participations; (iii) the fees and disbursements of Hawkins Delafield & Wood LLP, Bond Counsel for the County and the Districts and Government Financial Strategies, the Municipal Advisor thereto; (iv) the fees and disbursements of the Districts' accountants, advisors and local counsel and of any other experts or consultants retained by the Districts; (v) fees, if any, for the rating of the Note Participations; (vi) fees and expenses in connection with conducting a review of past compliance by the Districts with their respective undertakings pursuant to the Rule, and (v) any reimbursements in connection with or expenses incurred on behalf of the County's or the Districts' employees which are incidental to implementing this Purchase Contract, including, but not limited to meals, transportation and lodging of those employees.

(b) The County and the Districts shall be under no obligation to pay, and the Underwriters shall pay from the expense component of the Underwriters' discount: (i) the cost of producing this Purchase Contract; (ii) any advertising expenses in connection with the public offering of the Note Participations; (iii) Municipal Securities Rulemaking Board fees; and (iv) all other expenses incurred in connection with their public offering and distribution of the Note Participations, including the fees and disbursements of counsel retained by them, and the fees, if any, for CUSIP numbers. The Underwriters are required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Note Participations. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the County and each of the Districts agree to reimburse the Underwriters for their respective share of such fees.

(c) Each District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of its Note and the Note Participations.

11. (a) To the extent permitted by law, the Districts agree to indemnify and hold harmless the County and its officers and employees and the Underwriters and its officers and employees (collectively, the "Indemnified Persons," and individually, an "Indemnified Person") from and against any losses, claims, damages or liabilities to which any Indemnified Person may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or arise out of, or are based upon, the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, and will reimburse

each Indemnified Person for any legal or other expenses reasonably incurred by such Indemnified Person in investigating, defending or preparing to defend any such action or claim; provided, however, that the Districts shall not be liable in any such case as to any Indemnified Person to the extent that any such loss, claim, damage or liability arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Official Statement, in reliance upon and in conformity with written information furnished to the Districts by or on behalf of any Indemnified Person specifically for inclusion therein; and provided further, however, that the indemnity with respect to the Official Statement shall not inure to the benefit of the Underwriters on account of any loss, expense, liability or claim arising from the sale of the Note Participations by the Underwriters to any person if a copy of the Official Statement (as amended or supplemented, or as proposed by the Districts to be amended or supplemented, if the Districts shall have furnished, or in the case of such proposed amendment or supplement, if the Districts shall have furnished, to the Underwriters at least one full business day prior to confirmation of such sale by the Underwriters an amended Official Statement or amendments or supplements to the Official Statement relating to the untrue statement or alleged untrue statement or omission or alleged omission for which indemnity is sought, as the case may be) shall not have been sent or given to such person at or prior to the confirmation of the sale of such Certificates to such person.

(b) Promptly after receipt by an Indemnified Person under paragraph (a) above of notice of the commencement of any action, such Indemnified Person shall, if a claim in respect thereof is to be made against the Districts under such paragraph, notify the Districts in writing of the commencement thereof. In case any such action shall be brought against any Indemnified Person, and such Indemnified Person shall notify the Districts of the commencement thereof, the Districts shall be entitled to participate in and, to the extent that it wishes, to assume the defense of, with counsel satisfactory to such Indemnified Person, and after notice from the Districts to such Indemnified Person of its election so to assume the defense thereof, the Districts shall not be liable to such Indemnified Person under paragraph (a) of this Paragraph for any legal or other expenses subsequently incurred by such Indemnified Person in connection with the defense thereof other than reasonable costs of any investigation; provided, however, that if the named parties to any such action (including any impleaded parties) include both the Indemnified Persons, the Districts, and the Indemnified Persons, the Districts shall have reasonably concluded that there may be one or more legal defenses available to it which are different from or additional to those available to the Districts, the Indemnified Persons shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the Indemnified Persons; provided further, however, that the District shall not, in connection with any one such action or separate but substantially similar or related actions arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys at any point in time for the Indemnified Persons.

(c) The Underwriters agree to indemnify and hold harmless the County, Districts and their officers and employees to the same extent as the indemnity from the County and Districts to the Indemnified Persons described in paragraph (a) of this Paragraph but only with respect to information relating to the Underwriters furnished in writing by the Underwriters or on their behalf, which includes certain information furnished for the inside and outside of the cover of the Official Statement and under the caption "Underwriting" as set forth in the Official Statement. In case any action shall be brought against the County or the Districts in respect of which indemnity may be

sought against the Underwriters, the Underwriters shall have the rights and duties given to the County and Districts and the County and Districts shall have the rights and duties given to the Underwriters by paragraph (b) of this Paragraph and the term "Indemnified Person" shall include the County, the Districts and their officers and employees. Notwithstanding the provisions of this paragraph, however, the Underwriters shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Note Participations.

12. Any notice or other communication to be given to the County under this Purchase Contract may be given by delivering the same in writing to the attention of the Treasurer-Tax Collector, County of San Diego, 1600 Pacific Highway, Room 101, San Diego, CA 92101 and the Auditor and Controller, County of San Diego, 1600 Pacific Highway, Room 166, San Diego, CA 92101. Any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Underwriters, c/o J.P. Morgan Securities LLC, 1415 L Street, Floor 6, Sacramento, California 95814, attention: Juan Fernandez, Executive Director.

13. The County and the Districts each acknowledge and agree that (i) the purchase and sale of the Note Participations pursuant to this Purchase Contract is an arm's-length commercial transaction among the County, the Districts and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as agents or fiduciaries of the County or the Districts, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the County or the Districts with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliates of the Underwriters, have provided other services or are currently providing other services to the County or the Districts on other matters) and the Underwriters have no obligation to the County or the Districts with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract and (iv) the County and the Districts have consulted their own legal, financial and other advisors to the extent they have deemed appropriate.

14. This Purchase Contract is made solely for the benefit of the County, the Districts and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the County's representations, warranties and agreements contained in the Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of any payment for the Note Participations, pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract, except for any termination by the Underwriters that is not permitted under this Purchase Contract. This Purchase Contract shall be enforceable in accordance with the laws of the State.

15. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Treasurer-Tax Collector or other Authorized Representative of the County and shall be valid and enforceable as of the time of such acceptance.

16. This Purchase Contract may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

Very truly yours,

J.P. MORGAN SECURITIES LLC, as
Representative on behalf of itself and
CITIGROUP GLOBAL MARKETS INC., as
Underwriters

By: Authorized Officer

ACCEPTED this ____ day of _____, 2022:

COUNTY OF SAN DIEGO, on behalf of
the School Districts listed in Appendix A

By: _____

APPENDIX A
NOTE PARTICIPANTS

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APPENDIX B
PRICING CONFIRMATIONS

[SEE FOLLOWING PAGES]

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APPENDIX C

FORM OF ISSUE PRICE CERTIFICATE

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS TAX AND REVENUE ANTICIPATION NOTE PROGRAM NOTE PARTICIPATIONS, SERIES 2022A-1 (TAX-EXEMPT)

The undersigned, J.P. Morgan Securities LLC (the “Representative”), on behalf of itself and Citigroup Global Markets Inc. (the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned note participations (collectively, the “Note Participations”), each evidencing and representing a proportionate and undivided interest in the Tax and Revenue Anticipation Notes (individually, a “Note” and collectively, the “Notes”):

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Note Participations listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Issuers* means the County of San Diego, California and [SERIES 2022A-1 DISTRICTS].

(c) *Maturity* means Note Participations with the same credit and payment terms. Note Participations with different maturity dates or Note Participations with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a related party to the Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

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

4. ***Other Certifications.***

(a) The aggregate of the Initial Offering Prices of the Note Participations is \$_____.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriters' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuers with respect to compliance with the federal income tax rules affecting the Notes, and by Hawkins Delafield & Wood LLP in connection with rendering its opinion that the interest evidenced by the Notes is excluded from gross income for federal income tax purposes.

Dated: _____, 2022

J.P. MORGAN SECURITIES LLC,
as Representative on behalf of itself and
CITIGROUP GLOBAL MARKETS, INC.

By: _____
Authorized Officer

SCHEDULE A

<i>Maturity Date</i>	<i>Amount</i>	<i>Coupon</i>	<i>Yield</i>	<i>Initial Offering Price</i>
*				

* General Rule Maturity

C-A-1

4875-8943-6955v4/022000-0001

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

C-B-1

APPENDIX D

FORM OF UNDERWRITERS' COUNSEL OPINION

_____, 2022

J.P. Morgan Securities LLC
Sacramento, California

Citigroup Global Markets Inc.
Los Angeles, California

COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS,

\$ _____
SERIES 2022A-1
(TAX-EXEMPT)

\$ _____
SERIES 2022A-2
(FEDERALLY TAXABLE)

Ladies and Gentlemen:

We have acted as legal counsel to you in connection with your purchase of the \$ _____ County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022A-1 (Tax-Exempt) (the "Series 2022A-1 Note Participations") and \$ _____ County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022A-2 (Federally Taxable) (the "Series 2022A-2 Note Participations," and together with the Series 2022A-1 Note Participations, the "Note Participations") pursuant to the Contract of Purchase (hereinafter defined). Unless otherwise indicated, capitalized terms used herein have the respective meanings given to such terms in the Contract of Purchase.

The Series 2022A-1 Note Participations are being executed and delivered pursuant to the terms of a Trust Agreement, dated as of _____ 1, 2022 (the "Series 2022A-1 Trust Agreement"), by and among the County of San Diego (the "County"), the Districts designated as the "Series 2022A-1 Districts" in Appendix A to the Contract of Purchase (the "Series 2022A-1 Districts"), and Wilmington Trust, N.A., as trustee (the "Trustee"). The Series 2022A-2 Note Participations are being delivered pursuant to the terms of a Trust Agreement, dated as of _____ 1, 2022 (the "Series 2022A-2 Trust Agreement," and together with the Series 2022A-1 Trust Agreement, the "Trust Agreements," and each, a "Trust Agreement"), by and among the County, the Districts designated as the "Series 2022A-2 Districts" in Appendix A hereto (the "Series 2022A-2 Districts" and together with the Series 2022A-1 Districts, the "Districts"), and the Trustee. The Note Participations evidence and represent

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proportionate and undivided interests of the owners thereof in the respective tax and revenue anticipation notes (the “Notes”) issued by the County on behalf of the Districts identified in the respective Trust Agreements. The Notes are issued pursuant to and by the authority of resolutions adopted by the Districts (collectively, the “District Resolutions”), in full conformity with the Constitution and laws of the State of California including Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code.

In rendering our opinion, we have examined the record of proceedings submitted to us relative to the issuance of the Note Participations and originals or copies certified or otherwise identified to our satisfaction of (i) the Trust Agreements; (ii) the District Resolutions and the County Resolution; (iii) the Contract of Purchase relating to the Note Participations, dated _____, 2022 (the “Contract of Purchase”), between J.P. Morgan Securities LLC, as representative on behalf of itself and Citigroup Global Markets Inc. (the “Underwriters”); and the County, acting on behalf of the Districts; (iv) the Preliminary Official Statement relating to the Note Participations, dated _____, 2022 (the “Preliminary Official Statement”), and the Official Statement relating to the Note Participations, dated _____, 2022 (the “Official Statement”); (v) the continuing disclosure undertakings relating to the Note Participations included within the Trust Agreements (collectively, the “Continuing Disclosure Agreements”); (vi) the final approving opinions and disclosure letters of Hawkins Delafield & Wood LLP, as Bond Counsel and Disclosure Counsel; (vii) the reports provided by the Underwriters setting forth compliance by the Districts in certain prior years with respect to the Districts’ respective obligations to provide notices of enumerated events and file annual reports, as required by prior undertakings entered into pursuant to paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”); and (viii) such other documents, certificates, opinions of counsel, instructions and records as we have considered necessary or appropriate as a basis for our opinion and conclusions. We have not reviewed, and we do not assume any responsibility for any printed version of the Preliminary Official Statement or Official Statement and for all purposes of this letter, we have assumed that any printed version of the Preliminary Official Statement or Official Statement is identical in all respects to the electronic version of the Preliminary Official Statement or Official Statement, as appropriate.

The conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform you or any other person, whether any such actions are taken or omitted or whether such events do occur or any other matters come to our attention after the date hereof. We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and the Note Participations which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the documents that we have reviewed are true and accurate. We have assumed, without independent verification, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in any opinions referenced in the Preliminary Official Statement or Official Statement.

By delivering this letter, we are not expressing any opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in any document referenced in the

Preliminary Official Statement or Official Statement, nor are we expressing any opinion with respect to the state or quality of title to or interest in any assets described in or subject to the lien of the District Resolutions or the Trust Agreements, or the accuracy or sufficiency of the description contained in the Preliminary Official Statement or Official Statement, or the remedies available to enforce liens on, any such assets.

Based upon and subject to the foregoing, as of the date hereof, we are of the opinion that:

- (1) the Note Participations are not subject to the registration requirements of the Securities Act of 1933, as amended;
- (2) the District Resolutions and Trust Agreements are exempt from qualification under the Trust Indenture Act of 1939, as amended; and
- (3) the Continuing Disclosure Agreements provide a suitable basis for the Underwriters, in connection with the Offering (as defined in Rule 15c2-12 of the Securities and Exchange Commission) of the Note Participations to make a reasonable determination as required by section (b)(5) of such Rule.

Although we have not undertaken to check the accuracy, completeness or fairness of, or verified the information contained in the Preliminary Official Statement and the Official Statement, and are therefore unable to make any representation to you in that regard, we have participated in conferences prior to the date of the Official Statement with your representatives and representatives of the County, including Bond Counsel, Disclosure Counsel, and Government Financial Strategies Inc., the Districts' municipal advisor, representatives of the District, and others, during which conferences the contents of the Preliminary Official Statement and Official Statement and related matters were discussed. Based upon the information made available to us in the course of our participation as counsel to you in such conferences, our review of the documents referred to above, our reliance on the documents, certificates, instructions and records and the opinions of counsel described above and our understanding of applicable law, we advise you, as a matter of fact and not opinion, that nothing has come to the attention of the lawyers in the firm providing services to you as your counsel in connection with the Note Participations which would lead us to believe that the Preliminary Official Statement, as of its date, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or the Official Statement as of its date contained, or as of the date hereof contains, any untrue statement of a material fact, or as of its date omitted, or as of the date hereof omits, to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided that in each case we do not hereby express any opinion or view with respect to (i) any information contained in Appendices B through E to the Official Statement, (ii) financial or statistical data or forecasts, numbers, tables, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to the Depository Trust Company or its book-entry only system included therein, (iv) any CUSIP numbers of information relating thereto, (v) any information with respect to the rating(s) on the Note Participations and the rating agency referenced therein, including, but not limited to, information under the caption "RATING," and (vi) with respect to the Preliminary Official Statement, any information permitted to be omitted therefrom pursuant to the Rule). In rendering the foregoing advice, we note that we conducted no independent diligence on the Electronic Municipal Market Access website, and express no view regarding the Districts' compliance with any obligation to

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provide annual reports or notices of events as described in the Rule. We further advise you that, other than reviewing the various certificates and opinions required by the Contract of Purchase, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the date hereof. No responsibility is undertaken or opinion rendered with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by, or incorporated by reference in, the Official Statement.

By acceptance of this letter you recognize and acknowledge that: (i) the advice is based on certain limited activities performed by specific attorneys in our firm in our role as counsel to the Underwriters; (ii) the scope of the activities performed by such attorneys in our role as counsel to the Underwriters and for purposes of delivering such advice were inherently limited and do not purport to encompass all activities necessary for compliance by you or others in accordance with applicable state and federal securities laws; and (iii) the activities performed by such attorneys in our role as counsel to the Underwriters rely in part by representations, warranties, certifications and opinions of other parties to the transaction, including representations, warranties and certifications made by the Underwriters.

This letter is being rendered to you solely for your benefit in connection with your purchase of the Note Participations and is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor may it be relied upon by any other person, without our prior written consent. This letter is limited to matters governed by the laws of the State of California and federal securities laws, and we assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction. No opinion is expressed herein with respect to the validity of the Note Participations, the Notes, the District Resolutions, the Trust Agreements, the Continuing Disclosure Agreements or any other document executed by the County or the Districts, or compliance with, or applicability of, any “blue sky” laws of any state as they relate to the offer or sale of the Note Participations.

We have not undertaken any duty, and expressly disclaim any responsibility, to advise you as to events occurring after the date hereof with respect to the Note Participations or other matters discussed in the Preliminary Official Statement or the Official Statement. This letter is not intended to be, and may not be, relied upon by owners of Note Participations, the owners of any beneficial ownership interest therein or by any other party to whom it is not addressed.

Respectfully submitted,

APPENDIX E

FORM OF DISCLOSURE COUNSEL OPINION

County of San Diego
San Diego, California

Participants identified in the Trust Agreements
herein referred to

\$ _____ County of San Diego and San Diego County School Districts
Tax and Revenue Anticipation Note Program Note Participations, Series 2022[A-1][A-2]

Ladies and Gentlemen:

We have acted as Disclosure Counsel to various school districts in the County of San Diego (the “County”) in connection with their Preliminary Official Statement dated _____, 2022 (the “Preliminary Official Statement”) and final Official Statement dated _____, 2022 (the “Official Statement”) relating to the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022[A-1][A-2] (the “Note Participations”), which evidence and represent proportionate and undivided interests in (i) the tax and revenue anticipation notes (the “Notes”) issued by the County on behalf of the Participants (as hereinafter defined) identified in the Trust Agreements (as hereinafter defined) and (ii) the debt service payments on the Notes to be made by the Participants. The Note Participations are executed and delivered pursuant to a Trust Agreement, dated as of _____ 1, 2022 (the “Series 2022A-1 Trust Agreement”), among Wilmington Trust, N.A. (the “Trustee”), the County and certain school districts in the County identified therein (the “Series 2022A-1 Participants”) and a Trust Agreement, dated as of _____ 1, 2022 (the “Series 2022A-2 Trust Agreement” and together with the Series 2022A-1 Trust Agreement, the “Trust Agreements”), among the Trustee, the County and certain school districts in the County identified therein (the “Series 2022A-2 Participants” and together with the Series 2022A-1 Participants, the “Participants”). Each Note is issued pursuant to and by authority of a resolution of each respective Participant (collectively, the “Resolutions”) under and by authority of Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, and designated the respective Participant’s “2022-2023 Tax and Revenue Anticipation Note.”

The Preliminary Official Statement and the Official Statement are the Participants’ documents and as such the Participants are responsible for their content. The statements made and the information contained in the Preliminary Official Statement and the Official Statement were reviewed for their accuracy, completeness, and materiality by representatives of the Participants. The purpose of our engagement was not to independently establish, confirm, or verify the factual matters set forth in the Preliminary Official Statement and the Official Statement and we have not done so. Moreover, many of the determinations required to be made in the preparation of the Preliminary Official Statement and the Official Statement involve wholly or partially matters of a non-legal character. We do not, therefore, take any responsibility for the factual matters set forth in the Preliminary Official Statement and the Official Statement and we undertake herein only to express certain limited negative assurances regarding the same.

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The scope of those activities performed by us were inherently limited and do not encompass all activities that the Participants may be responsible to undertake in preparing the Preliminary Official Statement and the Official Statement. Those activities performed by us relied substantially on representations, warranties, certifications and opinions made by representatives of the Participants and others, and are otherwise subject to the matters set forth in this letter. In addition, while such statements of negative assurance are customarily given to underwriters of municipal bonds to assist them in discharging their responsibilities under the federal securities laws, the responsibilities of the Participants under those laws may differ from those of Underwriters in material respects, and this letter may not serve the same purpose or provide the same utility to the Participants as it would to the underwriters for the Note Participations (the "Underwriters").

In giving the limited assurances hereinafter expressed, we are not expressing any opinion or view on, but have ourselves assumed and relied upon, the validity, accuracy and sufficiency of the records, documents, certificates and opinions executed and delivered in connection with the execution and delivery of the Note Participations. Without limiting the foregoing statement, we have relied, without independently opining upon the legal conclusions expressed and without independently verifying the factual matters represented, on the legal opinions that we have reviewed. Also, we have not conducted an independent diligence regarding the Participants' compliance with their continuing disclosure undertakings and express no view regarding the Participants' compliance with any obligation to provide annual reports or notices of events as described in Rule 15c2-12 of the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934.

Also, this letter does not address: (i) CUSIP numbers; (ii) any financial statements contained in the Preliminary Official Statement or the Official Statement; (iii) any financial, demographic, statistical or economic data, estimates, projections, numbers, assumptions, charts, graphs, tables, or expressions of opinion contained in the Preliminary Official Statement or the Official Statement; and (iv) information relating to the book-entry-only system.

In our capacity as Disclosure Counsel, we participated in meetings and conference calls with representatives of the County, the Participants, the Participants' Counsel, Bond Counsel, the Underwriters, Underwriters' Counsel, the Municipal Advisor and other parties, during which the contents of the Preliminary Official Statement or the Official Statement were discussed and reviewed. Based upon such participation, and information disclosed to us in the course of our representation of the Participants as Disclosure Counsel, considered in light of our understanding of the applicable law and the experience we have gained through our practice of law, and subject to all of the foregoing in this letter including the qualifications respecting the scope and nature of our engagement, we advise you, as a matter of fact but not opinion, that, during the course of our engagement as Disclosure Counsel with respect to the Preliminary Official Statement and the Official Statement, no facts came to the attention of the attorneys of our firm rendering legal services in connection with this matter that caused them to believe that the Preliminary Official Statement, as of its date, or the Official Statement, as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except, with respect to the Preliminary Official Statement, no opinion is expressed with respect to any information permitted to be modified or omitted pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended.

This letter refers only to disclosure relating to the Note Participations as delivered to the Underwriters by the Participants, and no view is expressed as to any offering of derivative instruments, if any, relating to the Note Participations.

We assume no obligation to update, revise or supplement this letter to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to our attention, or for any other reason.

We are not expressing any opinion with respect to the authorization, execution, delivery or validity of the Note Participations, or the exclusion from gross income for federal income tax purposes of interest on the Note Participations.

This letter is furnished by us solely for your benefit and may not be relied upon by any other person or entity, except as may be expressly authorized by us in writing. This letter is not to be used, circulated, quoted or otherwise referred to in connection with the offering of the Note Participations, except that reference may be made in any list of closing documents pertaining to the execution and delivery of the Note Participations.

Very truly yours,

APPENDIX A

INFORMATION REGARDING THE PARTICIPANTS

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COVID-19 AND RELATED EVENTS

[To be updated.]

The global outbreak of the novel coronavirus COVID-19 (“COVID-19”), a respiratory disease declared to be a pandemic (the “Pandemic”) by the World Health Organization, is significantly affecting the national capital markets, the national and State economies, and will negatively impact the operations and finances of the participating school districts identified in the forepart of this official statement (the “Participants”).

On March 13, 2020, the federal government declared a national emergency, allowing for federal assistance to state and local governments. In response to the Pandemic, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), which was signed into law on March 27, 2020. The CARES Act provides \$150 billion in financial assistance to states, tribal governments and local governments to provide emergency assistance to those most significantly impacted by COVID-19. Under the CARES Act, local governments are eligible only for reimbursement of certain costs expended to address the impacts of COVID-19. The CARES Act includes \$13.2 billion in direct funding for elementary and secondary school emergency relief. California will receive approximately \$1.65 billion, with 10% set aside for emergencies designated by the California Department of Education. School district distribution is based on a district’s share of federal Title I funding which uses a formula based primarily on the number of students whose family income is below the federal poverty threshold of \$26,200 for a family of four and who receive Temporary Assistance for Needy Families.

On March 4, 2020, the Governor declared a state of emergency to help the State prepare and respond to the Pandemic. On March 19, 2020, the Governor issued, among other executive orders relating to the Pandemic, a statewide order, Executive Order N-33-20 (“Order N-33-20”), which, among other things, suspended in-person classroom instruction indefinitely throughout California. Most school districts (including the Participants) enacted distance learning efforts to provide continuing instruction to students for the 2019-20 school year. State law allowed school districts, including the Participants, to apply for a waiver to hold them harmless from the loss of State apportionment funding based on attendance and State instructional time penalties when they are forced to close schools due to emergency conditions. On March 13, 2020, Governor Newsom signed Executive Order N-26-20 (“Order N-26-20”) under the provisions of Government Code Section 8571, which provided that if a local educational agency closed its schools as a result of COVID-19, the local educational agency would continue to receive State funding to continue delivering services including distance learning and independent study, provide school meals in non-congregate settings through the Summer Food Service Program and Seamless Summer Option, arrange for supervision for students during ordinary school hours, and continue to pay its employees. Order N-26-20 waived any State or local law that might be interpreted to prohibit a local educational agency from offering distance learning or independent study.

Senate Bill 117 (“SB 117”) was passed on March 17, 2020, addressing attendance issues and instructional hour requirements, among other items, and effectively held schools harmless from incurring funding losses that could result from these issues under existing funding formulas. SB 117 provided that for schools that complied with State requirements, only attendance during full school months from July 1, 2019 to and including February 29, 2020, would be reported for apportionment purposes. SB 117 also held that certain minimum instructional day and minute requirements will be deemed to have been met during the period complying school districts are closed due to COVID-19, in order to prevent a loss of funding due to the COVID-19 outbreak.

Executive Orders N-26-20 and other related executive orders defined expectations for local educational agencies, suspended state academic assessments for the 2019-20 and 2020-21 school years,

increased programmatic flexibility for after school programs, and required local educational agencies to be transparent with their communities about actions taken to ensure continuity of student learning during the COVID-19 pandemic.

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act was signed into law, which includes approximately \$6.8 billion in California funding. Approximately \$6.12 billion of this funding was distributed to LEAs (as defined herein) in proportion to the amount of Title I, Part A funds that each LEA received in Fiscal Year 2019-20.

On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 (the “American Rescue Plan”), a \$1.9 trillion COVID-19 relief package, intended to accelerate the recovery from the COVID-19 pandemic. The American Rescue Plan includes approximately \$15.3 billion in California funding, of which \$13.7 billion will be distributed to LEAs in proportion to the amount of Title I, Part A funds that each LEA received in Fiscal Year 2019-20.

In December 2020, two vaccines for COVID-19 were approved for emergency use in the United States and vaccinations began in California. A third vaccine was approved for use in February 2021. As of June 15, 2021, the vast majority of COVID-related restrictions put in place since March 2020 were phased out. Additionally, most of the executive orders enacted during the prior year expired between June and September 2021, including Order N-26-20 and other executive orders related to school districts and other local agencies.

[Each of the Participants was open for in-person learning for the 2021-22 school year in accordance with guidance from the State, the California Department of Public Health and the United States Center for Disease Control and Prevention, with the option in certain cases for students to continue to engage in distance learning. Additionally, as of the date of this Official Statement, each of the Participants anticipates remaining open for in-person learning for the 2022-23 school year.] [Confirm.]

None of the Participants have experienced material adverse effects on their operations, including their financial reporting systems and disclosure controls and procedures, as a result of remote working and other arrangements made as a result of the COVID-19 pandemic. The Participants cannot predict the extent or duration of the outbreak, the overall impact it may have on their financial condition, operations, nor the impact of COVID-19 on the assessed values of property within the boundaries of the respective Participants and the economy in general. Further, the Participants cannot predict whether the State or federal government will impose or re-impose restrictions to address the COVID-19 pandemic. Any financial information, including projections, forecasts and budgets presented herein may not account for the potential or wide-ranging effects of the Pandemic and related events.

STATE AND FEDERAL FUNDING OF EDUCATION

Major Revenues

General. The Participants’ principal revenues consist of guaranteed State moneys, *ad valorem* property taxes and funds received from the State and federal government in the form of categorical aid under ongoing programs of local assistance. Categorical funds provided by the State and federal government are to be used for specific programs, such as student transportation, class-size reduction and special education, and typically cannot be used for any other purpose. The amount of categorical funding appropriated to a school district may vary significantly from other school districts and yearly.

The Participants also receive revenues from the State attributable to temporary tax increases that are scheduled to expire in Fiscal Year 2030 and from local sources other than property taxes, such as interest

income, donations and sales of property. The California lottery is another source of funding for school districts. Every school receives the same amount of lottery funds per pupil from the State; however, these are not categorical funds as they are not for particular programs or children. The initiative authorizing the lottery requires the funds to be used exclusively for the education of pupils and students and no funds are to be spent for acquisition of real property, construction of facilities, financing of research, or any other non-instructional purpose.

State funding of school districts, including the Participants, is required by Article XVI of the State Constitution, which requires that from all State revenues, there first be set apart the moneys to be applied by the State for support of the public school system and public institutions of higher education. The State Legislature and the Governor approve the State's authorized appropriations for school districts each fiscal year in connection with the adoption of the State budget act. Proposition 98 (as defined herein) provides the minimum funding formula for school districts. However, the actual appropriations and the timing of such appropriations are subject to, among other things, the estimated amount of State General Fund revenues during the fiscal year and subsequent changes in State law. See “– State Budget Process Related to Funding of Education– Aggregate State Education Funding” herein.

The COVID-19 pandemic and related events have and will continue to materially impact major revenue sources for the Participants. See “COVID-19 AND RELATED EVENTS.”

Local Control Funding Formula. Since Fiscal Year 2013-14, the State has calculated funding to school districts using the Local Control Funding Formula (the “LCFF”). The LCFF allocates State funding based on a school district's demographics. Each school district receives a base grant (the “Base Grant”) per Average Daily Attendance (“ADA”) in an amount determined by the State. Pursuant to the LCFF, each local education agency (“LEA”) is required to, among other things show progress toward an average class enrollment of no more than 24 pupils in kindergarten through grade 3 unless the LEA has collectively bargained an annual alternative average class enrollment in those grades for each school. Accordingly, the LCFF includes an adjustment to the Base Grant for kindergarten through grade 3 of approximately 10.4% in order to cover the costs associated with class size reduction. In addition, the LCFF includes an adjustment to the Base Grant for grades 9 through 12 of approximately 2.6% in order to cover the costs of, among other things, providing career technical education.

Based on the ADA of the given demographic classification, school districts are eligible to receive a 20% supplemental grant (the “Supplemental Grant”) for students classified as English learners (“EL”), students eligible to receive a free or reduced price meal (“FRPM”), and students classified as foster youth (“LI”). The State expects the Supplemental Grants to reflect the additional costs associated with the education of EL, FRPM and LI students. In addition, school districts are eligible to receive a concentration grant (the “Concentration Grant”) if the school district has a significant concentration of students classified as EL, FRPM or LI (collectively, “Targeted Disadvantaged Students”). The LCFF uses an unduplicated student count to determine the amount of the Supplemental Grant and Concentration Grant authorized for a school district. A school district may only count a student one time if such student classified in more than one of the categories EL, FRPM and LI. In the event the percentage of EL or LI students exceeds 55% of the school district's total enrollment, the LCFF provides additional funding to the school district through a Concentration Grant. The Concentration Grant will be an amount equal to an additional 50% of the school district's adjusted Base Grant for each EL or LI student above the 55% threshold.

The Base Grants are based on four uniform, grade-span base rates, which are adjusted periodically, including in connection with the adoption of each State budget act. The amount of actual funding allocated to the Base Grant, Supplemental Grants and Concentration Grants will be subject to the discretion of the State. The current funding rates are set forth on the State Department of Education's website located at <http://www.cde.ca.gov/fg>.

The 2018-19 State Budget provided \$3.7 billion in new funding for the LCFF, which resulted in the LCFF being fully implemented two years earlier than originally scheduled. During the period in which LCFF was phased in, certain LEAs were eligible for an additional funding amount (the “Economic Recovery Target”). The Economic Recovery Target consists of funding, which the State adds on to LCFF funding for school districts and charter schools. The Economic Recovery Target was available if the school district or charter school would have generated greater revenues if the revenue limit’s deficit factor were retired and categorical funding had been restored than under the LCFF. Under the LCFF, only school districts and charter schools that were at, or below, the 90th percentile of per-pupil funding rates of school districts under the prior revenue limit system as determined at the certification of the State’s second principal apportionment in Fiscal Year 2013-14 are eligible for Economic Recovery Target payments.

Local Control Funding Formula Gap Funding. Until the LCFF was fully implemented, each school district had a gap between the school district’s prior year funding and the target amount of funding under the LCFF for the current year. In order to address this shortfall, the LCFF provided school districts with additional funding based on the percentage of the gap (the “LCFF Gap Funding”). The State provided school districts with the same percentage of LCFF Gap Funding, but the dollar amount of the LCFF Gap Funding varied between school districts. Beginning Fiscal Year 2014-15 and for each fiscal year thereafter, an LEA’s funding amount was based on a recalculation of its target amount under the LCFF and technical calculations related to adjustments to its prior year’s funding. With the full implementation of the LCFF Fiscal Year 2018-19, the Participants have reached their target funding amounts and no longer receive LCFF Gap Funding.

Federal Revenues

The federal government provides funding for several Participants’ programs, including programs that benefit educationally disadvantaged students and students with limited English skills, and that provide other specialized services to students and administration. The Participants cannot predict what actions will be taken in the future by the federal government or the President to address federal budgetary deficits, if any or cash management practices, or the amount of debt that can be issued by the United States Treasury. Future federal budgets will be affected by national and international economic conditions, including economic downturns, and other factors over which the Participants will have no control. To the extent that the federal budget process results in reduced revenues, deferred revenues, or increased expenses for the Participants, the Participants will be required to make adjustments to their respective budget and cash management practices. In such event, the Participants will be required to generate additional revenues, curtail programs or services, or use their respective reserve funds to ensure a balanced budget.

State Budget Process Related to Funding of Education

General. As is true for all school districts in California, operating income of each Participant consists primarily of two components: a State portion funded from the State General Fund (including amounts funded from the EPA within the State General Fund) and a local portion derived from each Participant’s share of the 1% local *ad valorem* property tax authorized by the State Constitution. School districts may be eligible for other special categorical funding, including for State and federal programs. As a result, decreases in State revenues or in State legislative appropriations made to fund education, may significantly affect the operations of the Participants.

According to the State Constitution, the Governor of the State is required to propose a budget to the State Legislature no later than January 10 of each year, and a final budget must be adopted by a two-thirds vote of each house of the State Legislature no later than June 15 of each year, although this deadline is routinely breached. The State’s budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. On May 29, 2002, the State Court of Appeal held in *White v. Davis* (also

referred to as *Jarvis v. Connell*) that the State Controller cannot disburse State funds after the beginning of the Fiscal Year until the adoption of the budget bill or an emergency appropriation, unless the expenditure is: (1) authorized by a continuing appropriation found in statute, (2) mandated by the Constitution (such as appropriations for salaries of elected State officers), or (3) mandated by federal law (such as payments to State workers at no more than minimum wage). The court specifically held that the State Constitution does not mandate or otherwise provide for appropriations for school districts without an adopted budget. Nevertheless, the Controller believes that statutory implementation of the constitutional school funding formula provides for a continuing appropriation of State funding for schools, and has indicated that payment of such amounts would continue during a budget impasse. Special and categorical funds would not be appropriated until a budget or emergency appropriation is adopted. The Controller has posted guidance as to what can and cannot be paid during a budget impasse at its website: www.sco.ca.gov. Should the State Legislature fail to pass the budget or emergency appropriation before the start of any Fiscal Year, the Participants might experience delays in receiving certain expected revenues. The Participants are authorized to borrow temporary funds to cover their respective annual cash flow deficits, and as a result of the *White* decision, the Participants might find it necessary to increase the size or frequency of their cash flow borrowings, or to borrow earlier in the Fiscal Year.

State income tax, sales tax, and other receipts can fluctuate significantly from year to year, depending on economic conditions in the State and the nation. Because funding for education is closely related to overall State income, as described in this section, funding levels can also vary significantly from year to year, even in the absence of significant education policy changes. Brief descriptions of the adopted State Budget for Fiscal Year 2021-22 and the [adopted/proposed] State Budget for 2022-23 are included below. Information about the State budget and State spending for education is regularly available at various State-maintained websites. Text of adopted budgets may be found at the website of the Department of Finance, www.dof.ca.gov, under the heading “California Budget”. An impartial analysis of the budget is posted by the State’s Legislative Analyst’s Office (“LAO”) at www.lao.ca.gov. In addition, various State of California official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts within the State, may be found at the website of the State Treasurer, www.treasurer.ca.gov. The information contained in the websites referred to herein is prepared by the respective State agency maintaining each website and not by the Participants. The Participants have not independently reviewed the information in these websites and the Participants take no responsibility for the continued accuracy of the internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by those references.

Aggregate State Education Funding. Under Proposition 98, a constitutional and statutory amendment adopted by the State’s voters in 1988 and amended by Proposition 111 in 1990 (now found at Article XVI, Sections 8 and 8.5 of the Constitution) (“Proposition 98”), a minimum level of funding is guaranteed (the “Proposition 98 Guarantee”) to school districts, community college districts, and other State agencies that provide direct elementary and secondary instructional programs for kindergarten through grade 14 (K through 14).

The guaranteed funding amount for K through 14 education is based on prior-year funding, as adjusted through various formulas and tests that take into account State proceeds of taxes, local property tax proceeds, school enrollment, per-capita personal income, and other factors. The State’s share of the guaranteed amount is based on State General Fund tax proceeds and is not based on the State General Fund in total or on the State budget. The local share of the guaranteed amount is funded from local property taxes. The total guaranteed amount varies from year to year and throughout the stages of any given Fiscal Year’s budget, from the Governor’s initial budget proposal to actual expenditures, as the various factors change. Over the long run, the guaranteed amount will increase as enrollment and per-capita personal income grow. On average, about 40 percent of State General Fund tax proceeds are spent on the State’s share of Proposition 98 funding.

The Proposition 98 Guarantee may be suspended for one year at a time by enactment of an urgency statute. In subsequent years in which State General Fund revenues are growing faster than personal income (or sooner, as the State Legislature may determine), the funding level must be restored to the guaranteed amount. However, the amount of underfunding during suspension of Proposition 98 Guarantee will result in permanent savings to the State.

When State General Fund revenues have failed to reach budgeted levels, the State has implemented a number of retroactive funding adjustments and deferrals within and across fiscal years, distorting funding over many years, making cross-year comparisons difficult, and making short- and long-term budgeting difficult for school and community college districts. In several years in the early 1990s, as the State's economy was sliding into a recession, the State's budgeted allocations for school and community college districts proved to be more than the Proposition 98 Guarantee would have required. The excess amounts were later treated by the State as advances to K through 14 education against subsequent years' Proposition 98 Guarantee, resulting in aggregate funding reductions of over \$1 billion in those subsequent years. In Fiscal Years 2003-04, 2004-05 and 2008-09, the worsening State financial position again resulted in retroactive adjustments as well as current-year cuts. LAO reported that legislative actions in mid-Fiscal Year 2002-03 eliminated \$2.5 billion from budgeted Proposition 98 funding through a combination of deferral of expenditures to Fiscal Year 2003-04, use of one-time funds, captured program savings, and other cuts. In general, deferral of education expenditures and reductions in the components of Proposition 98 funding have the effect of reducing the base from which the Proposition 98 Guarantee is calculated in the future. Legislation enacted in March 2003 permanently defers the apportionment of Proposition 98 funds, scheduled each year for June, to each July 2, and thereby deferring apportionment from one Fiscal Year to the next. These and other techniques significantly reduced the amount of the Proposition 98 Guarantee for Fiscal Years 2003-04 and subsequent fiscal years. See "State and Federal Funding of Education" herein for information regarding additional deferred apportionments.

As a result of an assumed decrease in State revenues due to COVID-19, the State Budget for Fiscal Year 2020-21 (the "2020-21 State Budget") required \$1.9 billion of LCFF apportionment deferrals in Fiscal Year 2019-20 and \$11 billion of LCFF apportionment deferrals in Fiscal Year 2020-21. These deferrals were intended to allow LCFF funding to remain at the Fiscal Year 2019-20 levels for both Fiscal Years 2019-20 and 2020-21. The 2020-21 State Budget also suspended the statutory LCFF cost-of-living adjustment in Fiscal Year 2020-21. As a result of additional funding from the federal government and higher than assumed State revenues in Fiscal Year 2020-21, the State accelerated certain of the deferral payments previously scheduled for the months of September, October, and November 2021 such that school districts received those payments in August 2021.

[To be updated if necessary per 2022-23 State Budget.]

State Budget for Fiscal Year 2021-22. On July 16, 2021, the Governor signed the 2021-22 State Budget Act (the "2021-22 State Budget"). The 2021-22 State Budget estimates total general fund spending of \$196.4 billion, with an estimated Proposition 98 funding level of \$93.7 billion. The 2021-22 State Budget includes total funding of \$123.9 billion for all K through 12 education programs, the highest level of funding in California's history. The 2021-22 State Budget projects an ending fund balance of \$7.2 billion, consisting of \$3.2 billion in the Reserve for Liquidation of Encumbrances and \$4.0 billion in the Special Fund for Economic Uncertainties. Additionally, the 2021-22 State Budget projects funding the Safety Net Reserve at \$900 million and the Budget Stabilization Account at \$15.8 billion.

At the time of the adoption of the 2020-21 State Budget, anticipated reduction in revenues due to the impacts of COVID-19 on the economy resulted in deferred LCFF apportionments in the amount of \$1.9 billion in Fiscal Year 2019-20, growing to more than \$11 billion in Fiscal Year 2020-21. The 2021-22 State Budget eliminates all K-12 deferrals in Fiscal Year 2021-22. The cost-of-living adjustment ("COLA") for

LCFF in Fiscal Year 2021-22 is 4.05% – a compounded amount that encompasses a 2.31% COLA for Fiscal Year 2020-21 and an additional 1.7% for Fiscal Year 2021-22 (translating to about \$2 billion) – and is applied to LCFF base grants. Additionally, to help local educational agencies address ongoing fiscal pressures, the 2021-22 State Budget includes \$520 million Proposition 98 General Fund to provide a 1% increase in LCFF base funding. This discretionary increase, when combined with the compounded cost-of-living adjustment, results in growth in the LCFF of 5.07% from Fiscal Year 2020-21.

The 2021-22 State Budget includes total funding of \$123.9 billion (\$65.5 billion General Fund and \$58.4 billion other funds) for all K through 12 education programs, the highest level of funding in California’s history. Significant adjustments in the 2021-22 State Budget affecting K-12 schools include the following:

1. A \$200 million one-time Proposition 98 General Fund appropriation to planning and implementation of expanded transitional kindergarten for younger children and \$100 million one-time Proposition 98 General Fund to train and increase the number of early childhood educators. The funding is an initial investment in a proposal to establish universal transitional kindergarten phased-in over five years.

2. An initial \$1.8 million Proposition 98 General Fund investment as part of a multi-year plan to implement expanded-day, full-year instruction and enrichment for all elementary school students, with a focus on local education agencies with the highest concentrations of low-income students, English-language learners, and youth in foster care.

3. A \$2.9 billion appropriation to support education initiatives, including, among other programs, \$1.5 billion one-time Proposition 98 General Fund over five years for grants to provide local education agencies with training resources for classified, certificated and administrative school staff in specified high-need topics, \$500 million one-time General Fund over five years for grants for teacher credential candidates who commit to teach at a priority school in a high-need subject, and \$350 million one-time Proposition 98 General Fund over five years to support teacher preparation residencies and certain other teacher credentialing programs.

4. A \$450 million one-time Proposition 98 General Fund appropriation for learning recovery supports for students with disabilities and a \$260 million ongoing Proposition 98 General Fund appropriation to support early intervention services for preschool-aged children.

5. A \$3 billion Proposition 98 General Fund appropriation, available over several years, to expand and strengthen the implementation and use of the community school model to all schools in communities with high-level of poverty.

State Budget for Fiscal Year 2022-23.

[To come, after adoption of Fiscal Year 2022-23 State Budget.]

Changes in State Budget. The 2022-23 State Budget may be affected by subsequent legislative actions. The Participants cannot provide any assurances that there will not be any changes in the State budget for Fiscal Year 2022-23. The Participants cannot predict the impact that any subsequent legislative actions will have on their finances and operations. The 2022-23 State Budget may be affected by national and State economic conditions and other factors which the Participants cannot predict.

Future State Budgets. The Participants cannot predict what actions will be taken in the future by the State Legislature and the Governor to address the State’s current or future budget deficits. Future State

budgets will be affected by national and State economic conditions and other factors over which the Participants will have no control. To the extent that the State budget process results in reduced revenues or increased expenses for the Participants, the Participants will be required to make adjustments to their respective budgets. In the event a revision to the 2022-23 State Budget includes decreases in a Participant's revenues or increases in required expenditures by such Participant from the levels assumed by such Participant, such Participant will be required to generate additional revenues, curtail programs and/or services, or spend down its reserve to ensure a balanced budget.

No prediction can be made by the Participants as to whether the State will encounter budgetary problems in this or in any future Fiscal Years, and if it were to do so, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the Participants cannot predict the final outcome of future State budget negotiations, the impact that such budgets will have on its finances and operations or what actions will be taken in the future by the State Legislature and Governor to deal with changing State revenues and expenditures. Current and future State budgets will be affected by national and State economic conditions and other factors, including the current economic downturn, over which the Participants have no control.

SAN DIEGO COUNTY INVESTMENT POOL

The following information concerning the Treasury Pool of San Diego County (the "Treasury Pool") has been provided by the Treasurer-Tax Collector. No representation is made herein 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.

In accordance with Government Code Section 53600 *et seq.*, the Treasurer-Tax Collector manages funds deposited with it by the Participants. The County is required to invest funds in accordance with California Government Code Sections 53635 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code.

All investments in the Treasurer-Tax Collector's investment portfolio conform to the statutory requirements of Government Code Section 53635 *et seq.*, authorities delegated by the County Board of Supervisors and the Treasurer-Tax Collector's investment policy.

General

Pursuant to a resolution adopted July 8, 1958, the Board of Supervisors delegated to the Treasurer-Tax Collector the authority to invest and reinvest funds of the County. Applicable law limits this delegation of authority to a one-year period and must be renewed annually by action of the Board of Supervisors. In addition to funds of the County funds of certain local agencies within the County, including school districts in the County, are required under state law to be deposited into County Treasury ("Involuntary Depositors"). In addition, certain agencies, such as cities and special districts, invest certain of their funds in the County Treasury on a voluntary basis ("Voluntary Depositors" and together with the Involuntary Depositors, the "Depositors"). Deposits made by the County and the various local agencies are commingled in a pooled investment fund (the "Treasury Pool" or the "Pool"). No particular deposits are segregated for separate investment.

Under State law, Depositors in the Pool are permitted to withdraw funds which they have deposited on 30 days' notice. The County does not expect that the Pool will encounter liquidity shortfalls based on its current portfolio and investment guidelines or realize any losses that may be required to be allocated among all Depositors in the Pool.

The County has established an Oversight Committee pursuant to State law. The members of the Oversight Committee include the Treasurer-Tax Collector, the County Auditor–Controller, the County Superintendent of Schools or designee, a representative from the special districts, a representative from the school districts and community college districts in the County, and members of the public. The role of the Oversight Committee is to review and approve the Investment Policy that is prepared by the Treasurer-Tax Collector.

The Treasury Pool’s Portfolio

As of [June 30, 2022], the securities in the Treasury Pool had a market value of \$[] and a book value of \$[], for a net unrealized [gain/loss] of \$[].

The effective duration for the Treasury Pool was [] years as of [June 30, 2022]. “Duration” is a measure of the price volatility of the portfolio and reflects an estimate of the projected increase or decrease in the value of the portfolio based upon a decrease or increase in interest rates. A duration of [] means that for every one percent increase in interest rates the market value of the portfolio would decrease by []%.

As of [June 30, 2022], approximately []% of the total funds in the Pool were deposited by Voluntary Depositors, such as cities and fire districts, []% by community colleges, []% by the County, []% by Non-County investment funds and []% by K-12 school districts.

Fitch Ratings maintains ratings of “AAAf” (highest underlying credit quality) and “S1” (very low sensitivity to market risk) on the Pool. The ratings reflect only the view of the rating agency and any explanation of the significance of such ratings may be obtained from such rating agency as follows: Fitch Ratings, Inc., 33 Whitehall Street, New York, New York 10004.

Investments of the Treasury Pool

Authorized Investments. Investments of the Pool are placed in those securities authorized by various sections of the California Government Code, which include obligations of the United States Treasury, Agencies of the United States Government, local and State bond issues, bankers acceptances, commercial paper of prime quality, certificates of deposit (both collateralized and negotiable), repurchase and reverse repurchase agreements, medium term corporate notes, shares of beneficial interest in diversified management companies (mutual funds), asset backed (including mortgage related), pass-through securities, and specific Supranational debt securities

Legislation which would modify the currently authorized investments and place restrictions on the ability of municipalities to invest in various securities is considered from time to time by the California State Legislature. At all times, the Pool’s investments will comply with California Government Code and the County’s Investment Policy (the “Investment Policy”).

The Investment Policy. The Investment Policy, which was last updated in March 2022, currently states the primary goals of the Treasurer-Tax Collector when investing public funds to be as follows: the primary objective is to safeguard the principal of the funds under the Treasurer-Tax Collector’s control, the secondary objective is to meet the liquidity needs of the Pool participants, and the third objective is to achieve an investment return on the funds under the control of the Treasurer-Tax Collector within the parameters of prudent risk management. The Investment Policy contains guidelines that state that at least 35% of the Pool should be invested in securities maturing in one year or less, with the remainder of the portfolio being invested in debt securities with maturities spread over more than one year to five years.

Furthermore, at least 15% of the securities must mature within 90 days. The maximum effective duration for the Pool shall be 2.0 years.

Certain Information Relating to Pool

The following table reflects information with respect to the Pool as of the close of business [June 30, 2022]. As described above, a wide range of investments is authorized by state law. Investments mature and trading activity is constant. Therefore, there can be no assurances that the investments in the Pool will not vary significantly from the investments described below. In addition, the value of the various investments in the Pool will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Therefore, there can be no assurance that the values of the various investments in the Pool will not vary significantly from the values described below. In addition, the values specified in the following table were based upon estimates of market values provided to the County by a third party. Accordingly, there can be no assurance that if these securities had been sold on [June 30, 2022], the Pool necessarily would have received the values specified.

TREASURER-TAX COLLECTOR
SAN DIEGO COUNTY PORTFOLIO STATISTICS ⁽¹⁾
(As of [June 30, 2022])
[To be updated]

	<u>Par Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Portfolio</u>	<u>Market Price</u>	<u>Weighted Average Maturity⁽²⁾</u>	<u>Yield to Maturity⁽³⁾</u>	<u>Accrued Interest</u>	<u>Unrealized Gain/Loss</u>
Asset Backed Securities	\$	\$	\$	%			%	\$	\$
Agency									
Bank Deposit									
Commercial Paper									
Corporate									
Local Government Investment Pool									
Money Market Fund FI									
Municipal Bonds									
Negotiable CD									
Supranationals									
U.S. Treasury									
Totals for June 2021	\$	\$	\$	100.00%				\$	\$
Totals for May 2021	\$	\$	\$	100.00%				\$	\$
Change From Prior Month	\$	\$	\$					\$	\$
Portfolio Effective Duration	[] years								

	<u>Monthly Return</u>	<u>Annualized</u>	<u>Fiscal Year to Date Return</u>	<u>Annualized</u>	<u>Calendar Year to Date Return</u>	<u>Annualized</u>
Book Value	%	%	%	%	%	%

Source: The County.

⁽¹⁾ Yields for the portfolio are aggregated based on the book value of each security. Monthly Investment Returns are reported gross of fees. Administration fees since Fiscal Year 2017-18 have averaged approximately 7 basis points per annum.

⁽²⁾ Weighted Average Maturity (WAM) is average time it takes for securities in a portfolio to mature, weighted in proportion to the dollar amount that is invested in the portfolio.

⁽³⁾ Yield to maturity (YTM) is the estimated rate of return on a bond given its purchase price, assuming all coupon payments are made on a timely basis and reinvested at this same rate of return to the maturity date.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING PARTICIPANT REVENUES AND APPROPRIATIONS

Limitations on Revenues

Article XIII A of the California Constitution. Article XIII A of the State Constitution, adopted and known as Proposition 13, was approved by the voters in June 1978. Section 1(a) of Article XIII A limits the maximum *ad valorem* tax on real property to one percent of “full cash value,” and provides that such tax shall be collected by the counties and apportioned according to State law. Section 1(b) of Article XIII A provides that the one-percent limitation does not apply to *ad valorem* taxes levied to pay interest and redemption charges on (1) indebtedness approved by the voters prior to July 1, 1978, or (2) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast on the proposition, or (3) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the bond proposition.

Section 2 of Article XIII A defines “full cash value” to mean the county assessor’s valuation of real property as shown on the Fiscal Year 1975-76 tax bill, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred. The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area under taxing jurisdiction, or may be reduced in the event of declining property value caused by substantial damage, destruction or other factors. The Revenue and Taxation Code permits county assessors who have reduced the assessed valuation of a property as a result of natural disasters, economic downturns or other factors, to subsequently “recapture” such value (up to the pre-decline value of the property) at an annual rate higher than 2%, depending on the assessor’s measure of the restored value of the damaged property. The California courts have upheld the constitutionality of this procedure. Legislation enacted by the State Legislature to implement Article XIII A provides that, notwithstanding any other law, local agencies may not levy any *ad valorem* property tax except the 1% base tax levied by each County and taxes to pay debt service on indebtedness approved by the voters as described above.

Since its adoption, Article XIII A has been amended a number of times. These amendments have created a number of exceptions to the requirement that property be reassessed when purchased, newly constructed or a change in ownership has occurred. These exceptions include certain transfers of real property between family members, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property has been destroyed in a declared disaster, and certain improvements to accommodate disabled persons and for seismic upgrades to property. These amendments have resulted in marginal reductions in the property tax revenues of the Participants.

Article XIII C and Article XIII D of the California Constitution. On November 5, 1996, the voters of the State approved Proposition 218, the so-called “Right to Vote on Taxes Act.” Proposition 218 added Articles XIII C and XIII D to the State Constitution, which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges. Among other things, Article XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes); prohibits special purpose government agencies such as school districts from levying general taxes; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Article XIII C 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 XIIC also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. The State Constitution and the laws of the State impose a duty on the county treasurer-tax collector to levy a property tax sufficient to pay debt service on school bonds coming due in each year. The initiative power cannot be used to reduce or repeal the authority and obligation to levy such taxes which are pledged as security for payment of general obligation bonds or to otherwise interfere with performance of the duty of the respective Participants and the County with respect to such taxes. Legislation adopted in 1997 provides that Article XIIC 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 which would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

Article XIID deals with assessments and property-related fees and charges. Article XIID explicitly provides that nothing in Article XIIC or XIID 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 Participants.

The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

Expenditures and Appropriations

Article XIIB of the California Constitution. In addition to the limits Article XIIA imposes on property taxes that may be collected by local governments, certain other revenues of the State and local governments are subject to an annual “appropriations limit” or “Gann Limit” imposed by Article XIIB of the State Constitution, which effectively limits the amount of such revenues that government entities are permitted to spend. Article XIIB, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to “proceeds of taxes,” which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed “the cost reasonably borne by such entity in providing the regulation, product or service.” “Proceeds of taxes” excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not “proceeds of taxes,” such as reasonable user charges or fees, and certain other non-tax funds.

Article XIIB also does not limit appropriation of local revenues to pay debt service on bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in cases of emergency; however, the appropriations limit for the three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Each school district is required to establish an appropriations limit each year. In the event that a school district’s revenues exceed

its spending limit, the district may increase its appropriations limit to equal its spending by taking appropriations limit from the State.

Proposition 111 requires that each agency’s actual appropriations be tested against its limit every two years. If the aggregate “proceeds of taxes” for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency’s taxpayers through tax rate or fee reductions over the following two years. If the State’s aggregate “proceeds of taxes” for the preceding two-year period exceeds the aggregate limit, 50% of the excess is transferred to fund the State’s contribution to school and college districts.

Future Initiatives. Articles XIII A, XIII B, XIII C, and XIII D, and Propositions 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time, other initiative measures could be adopted, further affecting the revenues of the Participants.

STATISTICAL AND FINANCIAL INFORMATION REGARDING THE PARTICIPANTS

In connection with the offering of the Note Participations, each of the Participants has provided the following information and the summary of financial information of the Participants provided under “SUMMARY OF FINANCIAL INFORMATION” herein.

Average Daily Attendance

The following sets forth the average daily attendance (second period data) for the Fiscal Years ended June 30, 2019 through 2021, estimates for the Fiscal Year ended June 30, 2022, and projections for the Fiscal Year ending June 30, 2023 for each Participant. SB 117 provided that, for schools that complied with State requirements, only attendance during full school months from July 1, 2019 to and including February 29, 2020, were to be reported for apportionment purposes for Fiscal Year 2019-20. Pursuant to the 2020-21 State Budget’s hold harmless provision, school districts were funded in Fiscal Year 2020-21 based on their respective Fiscal Year 2019-20 reported ADA. See “COVID-19 AND RELATED EVENTS” and “STATE AND FEDERAL FUNDING OF EDUCATION – State Budget Process Related to Funding of Education – State Budget for Fiscal Year 2020-21” herein.

AVERAGE DAILY ATTENDANCE⁽¹⁾ Fiscal Years 2018-19 through 2022-23

Participant	2018-19	2019-20	2020-21⁽²⁾	2021-22	2022-23

Source: Data for Fiscal Years 2018-19 through 2020-21 are ADAs at P-2, as set forth in the supplemental information section of each respective Participant’s audit report, and data for Fiscal Years 2021-22 and 2022-23 are ADAs at P-2 as set forth in each Participant’s current budget. Data excludes information for charter schools.

(1) Excludes adults enrolled in adult education programs.

(2) Pursuant to SB 117, school districts were funded in Fiscal Year 2020-21 based on their Fiscal Year 2019-20 reported ADA.

Local Control Funding Formula

The following table sets forth the unrestricted general fund LCFF amount for Fiscal Year 2021-22 and the projected LCFF amount for Fiscal Year 2022-23 for each Participant:

LOCAL CONTROL FUNDING FORMULA Fiscal Year 2021-22 through 2022-23

Participant	Fiscal Year 2022-23				Fiscal Year 2021-22 Local Control Funding Formula Funding	Fiscal Year 2022-23 Local Control Funding Formula Funding	Change in Funding from Prior Fiscal Year
	Target Amount ⁽¹⁾	Base Grant ⁽¹⁾	Grade-Based Adjustments ⁽¹⁾	Supplemental and Concentration Grants, and Additional Funding ⁽¹⁾			

Source: The Participants, based on the Fiscal Crisis and Management Assistance Team calculator.

⁽¹⁾ [Funding and component parts provided by the indicated Participant. Except for _____, which received \$_____ in additional funding based on the economic recovery target, none of the Participants reported additional funding based on the economic recovery target.]

⁽²⁾ [Fiscal Year 2022-23 LCFF Funding reflects minimum state aid, due to status as Basic Aid District.]

See “STATE AND FEDERAL FUNDING OF EDUCATION – Major Revenues – Local Control Funding Formula” for a description of the allocation of State funding.

Employees

The following table sets forth the number of full-time equivalent certificated and classified employees and management/other employees for each Participant as of June 30, 2022.

FULL-TIME EQUIVALENT EMPLOYEES (As of June 30, 2022)

Participant	Certificated Employees	Classified Employees	Management/ Other Employees

Source: The Participants, respectively.

The following table sets forth the collective bargaining units representing employees of each Participant and the expiration date of the collective bargaining agreements under which the respective Participant and such collective bargaining units are currently operating:

COLLECTIVE BARGAINING AGREEMENTS

Collective Bargaining Units	Agreement Expiration Date
[District]	
1.	
2.	
[District]	
1.	
2.	
[District]	
1.	
2.	
[District]	
1.	
2.	

⁽¹⁾ [This Participant is in the process of negotiating extensions of its existing agreement or terms of a new agreement. Terms of any expired or expiring agreement continue to apply until a new agreement is finalized.]

Depending on the outcome of negotiations relating to new and existing labor agreements referenced in the footnote above, certain Participants may be required to pay increased amounts in compensation to their respective employees.

None of the Participants are aware of any labor disputes which may materially adversely affect the finances or operations of the respective Participant.

Outstanding Obligations

The following table sets forth the long-term outstanding obligations of each Participant as of June 30, 2021.

LONG-TERM OUTSTANDING OBLIGATIONS⁽¹⁾ (As of June 30, 2021)

Participant	General Obligation Bonds	Lease Obligations ⁽²⁾	Total OPEB Liability	Net Pension Liability	Compensated Absences

Source: Audited financial statements for each respective Participant, except where indicated.

⁽¹⁾ Excludes bond and certificates of participation premium, accreted interest, other long-term liabilities and obligations of assessment districts, special districts, community facilities districts and community service districts and special tax bonds.

⁽²⁾ Lease obligations include capital leases, certificates of participation and lease revenue bonds.

Property-Related Information

Assessed Valuation and Appeals. The assessed valuation of property in each Participant is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full cash value of the property, as defined in Article XIII A of the California Constitution. The following table sets forth the total assessed valuation of property in each Participant for the past five Fiscal Years. The Participants cannot predict the impact of the COVID-19 pandemic on the assessed valuations of property in each respective Participant. See “COVID-19 AND RELATED EVENTS.”

ASSESSED VALUE OF TAXABLE PROPERTY⁽¹⁾ Fiscal Years 2017-18 through 2021-22 (\$ in thousands)

Participant	2017-18	2018-19	2019-20	2020-21	2021-22

Source: San Diego County Office of Education.

⁽¹⁾ Includes secured, unsecured, utility and homeowner’s exemption.

Property Tax Collections. On May 6, 2020, the Governor signed Executive Order N-61-20 (the “Executive Order N-61-20”) which, among other things, permitted county tax collectors to cancel penalties, costs, and interest for property taxes not timely paid on certain properties until May 6, 2021. Executive Order N-61-20 provided that in order to be eligible for relief, the taxes owed must not have been delinquent prior to March 4, 2020, the taxpayer must timely file a claim for relief in a manner prescribed by the county tax collector, and the taxpayer must demonstrate that it has suffered economic hardship or was otherwise unable to tender timely payment due to the Pandemic or any governmental response to the Pandemic. The County accepted penalty cancellation requests pursuant to Executive Order N-61-20 through May 6, 2021. The Participants cannot predict to what extent the Pandemic may impact future property tax collections and delinquencies.

The following table sets forth the tax levies, collections, delinquencies and delinquencies as a percentage of total tax levies for property taxes in each Participant for the last five Fiscal Years.

PROPERTY TAX COLLECTIONS
Fiscal Years 2017-18 through 2021-22

Participant; Fiscal Year	Total Tax Amount⁽¹⁾	Total Tax Amount Collected	Delinquent Tax Amount⁽²⁾	Delinquent Tax Amount as Percentage of Total Tax Amount
[District]				
Fiscal Year 2021-22				
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
[District]				
Fiscal Year 2021-22				
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
[District]				
Fiscal Year 2021-22				
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
[District]				
Fiscal Year 2021-22				
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				

Source: San Diego County Office of Education.

⁽¹⁾ Total Tax Amount includes local secured, unsecured and State unitary 1% tax.

⁽²⁾ For informational purposes only. The County implemented the alternative method of apportionment commonly referred as the Teeter Plan in Fiscal Year 1993-94, pursuant to which the County advances to various taxing entities cash in an amount equal to the current year's delinquent secured property taxes and receives, in exchange, all penalty and interest revenues on such delinquent amounts. Delinquent Tax Amount represents the tax due for delinquencies in the year shown that had not been collected as of June 30 of that year.

Largest Taxpayers. The following table sets forth the principal secured taxpayers in each Participant based on such Participant's Fiscal Year 2021-22 assessed value.

PRINCIPAL SECURED TAXPAYERS
Fiscal Year 2021-22

Taxpayer	Nature of Business	2021-22 Assessed Value	Percentage of Net Local Secured Assessed Value
[District]			
1.			
2.			
3.			
4.			
5.			
[District]¹⁾			
1.			
2.			
3.			
4.			
5.			
[District]			
1.			
2.			
3.			
4.			
5.			
[District]			
1.			
2.			
3.			
4.			
5.			

Source: San Diego County Office of Education unless otherwise noted.

⁽¹⁾ Source: California Municipal Statistics, Inc.

Financial Statements

The Participants' financial statements are prepared on a modified accrual basis of accounting in accordance with generally accepted accounting principles as set forth by the National Council on Governmental Accounting.

Funds and Accounting Groups used by the Participants are categorized as follows:

Government Funds

General Funds
Special Revenue Funds
Debt Service Funds
Proprietary Funds
Internal Service Funds
Enterprise Funds

Fiduciary Funds

Trust and Agency Funds

Accounting Groups

General Long-Term Debt Amount

The General Fund of each Participant, as shown in Appendices B and C, is a combined fund comprised of moneys which are unrestricted and available to finance the legally authorized activities of each Participant not otherwise financed by restricted funds and moneys which are restricted to specific types of programs or purposes. General Fund revenues shown therein are derived from such sources as taxes, aid from other government agencies, charges for current services and other revenue.

The summaries of the financial statements included herein were prepared by the Participants using information from the Annual Financial Reports which are prepared by the directors of accounting for the Participants and audited by independent certified public accountants each year. Certain information, such as the General Fund Cash Flow Analyses and projected Fiscal Year 2022-23 budgets, was developed by each Participant's staff for use in this Official Statement. The projected budgets and estimates and timing of receipts and disbursements in such Cash Flow Analyses are based on certain assumptions and should not be construed as statements of fact. The Participants' audited financial statements for the fiscal year ended June 30, 2021 are available from each Participant upon request to the respective Participant, and are summarized in this Appendix A under "Summary of Financial Information."

The summary general fund statements included in this Appendix A for the Participants do not purport to be complete and present only extracts from each respective Participant's financial statements.

Budgets of Participants

The Fiscal Year for all California school districts begins on the first day of July of each year and ends on the 30th day of June of the following year. On or before July 1 of each year, the governing board of each school district, including the Participants, is required to file an adopted budget with the County Superintendent of Schools. On or before September 15 of each year, the County Superintendent of Schools is required to examine and approve, conditionally approve or disapprove the adopted budget for each school district. If an adopted budget is disapproved, then on or before October 8 of such year, such school district and the County Superintendent of Schools must make certain revisions to the budget, adopt the revised budget, and file the revised budget with the County Superintendent of Schools.

If the revised budget of a school district is disapproved, the County Superintendent of Schools is empowered by law to oversee the management of such school district for that Fiscal Year, with the authority to monitor and review the operation of such district, to develop and adopt a fiscal plan and budget for such district, and to stay and rescind actions that are inconsistent with that budget.

The County school service fund (the "Service Fund") of the County Office of Education is employed by the County Superintendent of Schools to pay such charges against the Service Fund as are permitted by the California Education Code, including expenses of the County Superintendent of Schools and the County Board of Education. The County Superintendent of Schools must submit to the State Superintendent of Public Instruction (1) a tentative budget, on or before June 30 of each year, and (2) a final budget, on or before September 8 of each year (collectively, the "Service Fund Budget"), which

outlines anticipated revenues to and expenditures from the Service Fund for the succeeding Fiscal Year, including the anticipated revenues and expenditures of the County Office of Education of the County Superintendent of Schools. The Service Fund Budget is subject to review and approval by the County Board of Education. The County Board of Education must hold a public hearing on the proposed Service Fund Budget and, following such public hearing, the final Service Fund Budget must be adopted by the Board of Education before being filed with the Superintendent of Public Instruction. The final Service Fund Budget is subject to review and approval by the Superintendent of Public Instruction. See Appendix B attached hereto for a summary of the Participants' projected receipts and disbursements for Fiscal Year 2022-23.

The California State Department of Education imposes a uniform budgeting format for each school district in the State. The Participants are required by provisions of the California Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed the revenues plus the carry-over fund balance from the previous year.

The following table sets forth the Fiscal Year 2022-23 General Fund (unrestricted) budgets for the Participants, all of which are subject to approval by the San Diego County Office of Education.

**General Fund Budgets
Fiscal Year 2022-23**

Description	[District]	[District]	[District]	[District]
Revenues				
LCFF Sources	\$	\$	\$	\$
Federal Revenue				
Other State Revenue				
Other Local Revenue				
Total Revenues	\$	\$	\$	\$
Expenditures				
Certificated Salaries				
Classified Salaries				
Employee Benefits				
Books and Supplies				
Services and Other Operating Expenditures				
Capital Outlay				
Other Outgo (excluding Transfers of Indirect Costs)				
Other Outgo (Transfers of Indirect Costs)	0	0	0	0
Total Expenditures	\$	\$	\$	\$
Excess (Deficiency) of Revenues Over Expenditures				
Before Other Financing Sources and Uses	\$	\$	\$	\$

(Continued on next page.)

Description	[District]	[District]	[District]	[District]
<i>(Continued from prior page.)</i>				
Other Financing Sources/Uses				
Interfund Transfers				
Transfers In	\$	\$	\$	\$
Transfers Out				
Other Sources/Uses				
Sources				
Uses				
Contributions	0	0	0	0
Total Other Financing Sources/Uses	\$()	\$()	\$()	\$()
Net Increase (Decrease) in Fund Balance	\$	\$	\$	\$
Fund Balance, Reserves				
1) Beginning Fund Balance				
a) As of July 1 – Unaudited	\$	\$	\$	\$
b) Audit Adjustments				
c) As of July 1 – Audited				
d) Other Restatements				
e) Adjusted Beginning Balance				
2) Ending Balance, June 30	\$	\$	\$	\$

Source: Each Participant's respective adopted budget for Fiscal Year 2022-23.

Fiscal Status Reports and Interim Certifications

The Education Code of the State of California (Section 42133 *et seq.*) requires each school district to report and certify two times during the Fiscal Year whether it is able to meet its financial obligations for the remainder of such Fiscal Year and, based on current forecasts, for the subsequent two Fiscal Years. The first report covers the period ending October 31 and the second report covers the period ending January 31. Such certifications are based on the governing board's assessment based on standards and criteria for fiscal stability adopted by the State Board of Education and the State Superintendent of Public Instruction. Each certification is required to be classified as positive, qualified, or negative on the basis of a review of the respective report against such criteria, but may include additional financial information known by the governing board to exist at the time of each certification. Such certifications are to be filed with the County Superintendent of Schools within 45 days after the close of the period being reported and, in the event of a negative or qualified certification, to the State Controller and the State Superintendent of Public Instruction. The County Superintendent of Schools must review each report and must approve or revise the certification if necessary. A negative certification is to be assigned to any school district that likely will be unable to meet its financial obligations for the remainder of the Fiscal Year or for which existing expenditure practices jeopardize the ability of the district to meet its multi-year financial commitments. A qualified certification is to be assigned to any school district that may not meet its obligations for the current Fiscal Year or two subsequent Fiscal Years. Any school district that has a qualified or negative certification in any Fiscal Year may not issue, in that Fiscal Year or in the next fiscal succeeding year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the County Superintendent of Schools determines that the district's repayment of indebtedness is probable.

[Except for _____, all Participants have filed positive certifications with the County Superintendent of Schools for each reporting period for Fiscal Year 2021-22 for which a certificate has been filed, and the County Superintendent of Schools has not made any qualified or negative determination with respect to any such certifications. _____ filed its _____ with a qualified certification. The County Superintendent of Schools has provided a written determination that the repayment of the Notes by _____ is probable within the meaning of the Education Code of the State of California.]

Copies of the reports and certifications of each of the Participants may be obtained upon request from the San Diego County Office of Education, Executive Director, District Financial Services, 6401 Linda Vista Road, San Diego, California 92111, telephone: 858-292-3537.

Insurance

Each Participant maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverage for property damage, fire and theft, general public liability and worker's compensation with respect to its respective facilities, personnel and operations, as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, each Participant believes that the recorded liabilities for its self-insured claims are adequate.

Retirement

[To be updated upon publication of CalSTRS and CalPERS actuarial valuations and other information.]

Each of the Participants participates in retirement plans with the California State Teachers' Retirement System ("CalSTRS"), which covers all full-time certificated employees of each Participant, and the California Public Employees' Retirement System ("CalPERS"), which covers certain classified employees. Classified school personnel who are employed four or more hours per day may participate in CalPERS.

CalSTRS. CalSTRS is a defined benefit plan that covers all full-time certificated employees of each Participant and some classified employees of each Participant, which are employees employed in a position that does not require a teaching credential from the State. Benefit provisions are established by State legislation in accordance with the State Teachers' Retirement Law. CalSTRS is operated on a Statewide basis and, based on publicly available information, has substantial unfunded liabilities. Additional funding of CalSTRS by the State and the inclusion of adjustments to such State contributions based on consumer price changes were provided for in 1979 Statutes, Chapter 282.

CalSTRS provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service. The State Teachers' Retirement Plan ("STRP") holds assets for the exclusive purpose of providing benefits to members and beneficiaries of its programs. CalSTRS also uses plan assets to defray reasonable expenses of administering STRP.

The CalSTRS Defined Benefit Program is funded through a combination of investment earnings and statutorily set contributions from members of CalSTRS, the participating employers (including the Participants) and the State. The State is not an employer (with certain limited exceptions) in any of the CalSTRS programs but contributes to the Defined Benefit Program and a supplemental benefits maintenance account pursuant to provisions of the Education Code. Pursuant to the Education Code, the State provides a base contribution equal to 2.017% of payroll to fund the CalSTRS Defined Benefit Program and a supplemental contribution, which can be increased or decreased by the CalSTRS Board, beginning at a minimum of 4.311% of payroll as of July 1, 2017, to help finance the CalSTRS Defined Benefit Program. For Fiscal Year 2021-22, the State's supplemental contribution rate is calculated to be 6.311%. In addition, the CalSTRS Board is authorized to modify the percentages paid by employers and employees for Fiscal Year 2021-22 and each fiscal year thereafter in order to eliminate CalSTRS' unfunded liability by June 30, 2046 based upon actuarial recommendations.

Contribution rates for the members and the employers to fund the Defined Benefit Program are based on contribution rates set by provisions of the Education Code and are not adjusted to reflect or offset actuarial investment returns or other factors that affect the funded status of the Defined Benefit Program. This methodology has contributed over time to an underfunding of the CalSTRS Defined Benefit Program. In 2014, to address a then-projected depletion of Defined Benefit Program assets, the Legislature enacted AB 1469 (Chapter 47, Statutes of 2014) ("AB 1469"), a comprehensive funding solution intended to eliminate the projected CalSTRS unfunded liability on the Defined Benefit Program by 2046. Under AB 1469, the funding plan began in Fiscal Year 2014-15 and will be phased in over several years. Each Participant's employer contribution rate increased by 1.85% of covered payroll annually beginning July 1, 2015 and will continue to increase until the employer contribution rate is 19.10% of covered payroll. Beginning in Fiscal Year 2021-22 through Fiscal Year 2045-46, AB 1469 authorizes the CalSTRS Board to adjust the employer contribution up or down by not more than 1% each year, but no higher than 20.25% total and no lower than 8.25%, to eliminate the remaining unfunded obligation that existed on July 1, 2014. As a result of funding provided by the State in the 2020-21 State Budget, each Participant's employer contribution rate for Fiscal Year 2020-21 was 16.15% of covered payroll and each Participant's employer

contribution rate for Fiscal Year 2021-22 is 16.92% of covered payroll. See “STATE AND FEDERAL FUNDING OF EDUCATION – State Budget Process Related to Funding of Education – State Budget for Fiscal Year 2020-21” herein. The employee contribution rate for CalSTRS members first hired on or before December 31, 2012 to perform CalSTRS creditable activities (*i.e.*, CalSTRS 2% at 60 members) reached its ultimate rate of 10.25% in Fiscal Year 2017-18 and will remain at that rate for Fiscal Year 2021-22. The employee contribution rate for CalSTRS members first hired on or after January 1, 2013 to perform CalSTRS creditable activities (*i.e.*, CalSTRS 2% at 62 members) was 10.205% for Fiscal Year 2020-21 and will remain 10.205% for Fiscal Year 2021-22.

AB 1469 also provides the CalSTRS Board with limited authority to increase or decrease the school and State contributions based on changing conditions. However, while AB 1469 provides for significant increases in the statutorily required contributions to CalSTRS from the State, employers and members, it does not provide that such statutory rates be adjusted to equal actuarially required amounts from time to time. Actuarially required amounts will vary from time to time based on a variety of factors, including actuarial assumptions, investment performance and member benefits. To the extent rates established pursuant to AB 1469 are less than actuarially required amounts from time to time, such circumstances could materially adversely affect the funded status of CalSTRS.

Defined Benefit Plan Actuarial Valuation. The Defined Benefit Program is the largest component of STRP, the plan in which the Participants are members. The June 30, 2020 actuarial valuation for CalSTRS (the “2020 CalSTRS Actuarial Valuation”) is the most recent actuarial valuation for the CalSTRS plan. The 2020 CalSTRS Actuarial Valuation states that, as of June 30, 2020, assuming contribution rates are adjusted in the future, the future revenues from contributions and appropriations for the Defined Benefit Program are projected to be sufficient to finance its obligations, except for a small portion of the unfunded actuarial obligation (the “UAO”) attributable to the new benefits and post-2014 service (the “New Benefits”) described below, which is not actuarially funded. See the description of the Unallocated UAO (herein defined) below.

Because the underlying calculations in the actuarial valuation are long-term in nature, the CalSTRS actuarial consultant (the “Actuarial Consultant”) uses an asset smoothing method to lessen the impact of short-term fluctuations in the value of assets. The method utilized to value program assets for actuarial valuation purposes is the expected actuarial value of assets adjusted for one-third of the difference between the expected actuarial value and the actual market value to arrive at the actuarial value of assets. Due to the asset smoothing method, there are investment losses of \$2.124 billion that have not yet been recognized (the difference between the actuarial and fair market value of assets). Absent investment returns in future years greater than the assumed rate to offset the deferred investment losses, the current deferred losses will gradually be reflected in the actuarial value of assets. If the future returns on the fair market value of assets are 7.00% each year, then as the current deferred losses flow through the smoothing method and are recognized, future valuations will show an actuarial loss. The result will be a gradual decrease in the Defined Benefit Program’s funded status, ultimately increasing the UAO by the \$2.124 billion of currently deferred investment losses. However, this recognition of losses should trigger increases in contribution rates to help pay off the additional UAO, except for the Unallocated UAO.

The actuarial assumptions and methods adopted by the CalSTRS Board for funding the Defined Benefit Program include: the “Entry Age Normal Cost Method”, with the actuarial gains/losses and the unfunded actuarial obligation amortized over a closed period ending June 30, 2046, an assumed 7.00% investment rate of return (net of investment and administrative expenses), an assumed 3.00% interest on member accounts (based on the State Teachers’ Retirement Board’s short-term interest crediting policy), projected 3.50% general wage growth, of which 2.75% is due to inflation and 0.75% is due to expected gains in productivity, and demographic assumptions relating to mortality rates, length of service, rates of disability, rates of withdrawal, probability of refund, and merit salary increases. The actuarial assumptions

and methods used in the 2020 CalSTRS Actuarial Valuation were based on the 2020 Experience Analysis, dated January 14, 2020 (the “2020 Experience Analysis”), adopted by the Teachers’ Retirement Board in January 2020. The 2020 Experience Analysis covered the period from July 1, 2015 to June 30, 2018. CalSTRS’ unfunded liability will vary from time to time depending upon actuarial assumptions, actual rates of return on investment, salary scales and levels of contribution.

The UAO and funded status of the CalSTRS pension fund as of valuation dates June 30, 2016 through June 30, 2020 are set forth below. The individual funding progress for each Participant is not provided in the actuarial report from CalSTRS.

Actuarial Value of State Teachers’ Retirement Fund Defined Benefit Program
Valuation Dates June 30, 2016 through June 30, 2020
(\$ in millions)

Valuation Date (June 30)	Actuarial Obligation	Actuarial Value of Assets⁽¹⁾	Unfunded Actuarial Obligation	Funded Ratio (Actuarial Value)	Funded Ratio (Fair Market Value)	Covered Payroll
2016	\$266,704	\$169,976	\$ 96,728	64%	62%	\$29,826
2017	286,950	179,689	107,261	63	64	31,136
2018	297,603	190,451	107,152	64	66	31,884
2019	310,719	205,016	105,703	66	67	32,897
2020	322,127	216,252	105,875	67	67	33,811

⁽¹⁾ Actuarial Value of Assets does not include amounts allocable to the CalSTRS Supplemental Benefits Maintenance Account.
Sources: California State Teachers’ Retirement System Defined Benefit Program Actuarial Valuations as of June 30, 2016 through June 30, 2020.

The funding legislation included actuarial funding (within certain constraints) for most of the benefits provided by CalSTRS. The one exception is that there is no provision for the State, employers, or members to fund any UAO arising for New Benefits (*i.e.*, those not included in the 1990 Benefit Structure) attributable to service after June 30, 2014 (“New Benefits”), which is also referred to by the CalSTRS actuary as the “Unallocated UAO”. Under the valuation policy, a portion of each year’s total contributions, equal to the normal cost of the New Benefits, is allocated to fund these benefits. Because there is no contribution in excess of the Normal Cost Rate, the Unallocated UAO will go up or go down based on future experience.

The Unallocated UAO (based on assets at market value) has evolved over time, increasing from \$0 as of June 30, 2014, to \$639 million as of June 30, 2016, then decreasing to \$109 million as of June 30, 2019, and most recently increasing to \$488 million as of June 30, 2020. Under valuation policy, a portion of each year’s total contributions, equal to the Normal Cost of benefits attributable to New Benefits is allocated to fund these benefits. Since the contribution is equal to the Normal Cost, there are no remaining contributions to pay down the Unallocated UAO, which therefore increases or decreases based on investment returns, changes in actuarial assumptions, and other factors. The two primary causes for increases in the Unallocated UAO are investment returns that are less than assumed since 2014 and the actuarial assumptions adopted based on the recent experience analysis which both increased the Unallocated UAO. As members continue to accrue benefits for service after June 30, 2014, there is the potential for the Unallocated UAO to increase significantly if actual experience differs materially from that assumed or if further changes in assumptions occur. If the Unallocated UAO were to be funded on an actuarial basis with a June 30, 2046 target date, an additional 0.08% of payroll would be required effective July 1, 2021.

Net Pension Liability. CalSTRS became subject to the provisions of Governmental Accounting Standards Board (“GASB”) Statement No. 67 (“GASB 67”), Financial Reporting for Pension Plans, beginning with the year ended June 30, 2014, and CalSTRS’ participating employers, including the Participant, became subject to the provisions of GASB Statement No. 68 (“GASB 68”), Accounting and Financial Reporting for Pensions, beginning with the year ended June 30, 2015. These standards require governments to recognize their long-term obligation for pension benefits as a liability on their balance sheets, to recognize their annual pension expense as a comprehensive measurement of the annual cost of pension benefits, and expands note disclosures and required supplementary information for pension plans and their participating employers.

Pursuant to GASB 67 and GASB 68, the funded status and unfunded UAAL of the Benefit Plan are no longer presented in the notes or required supplementary information. UAAL was determined by subtracting the excess of the actuarial accrued liability (discounted at the pension plan’s assumed rate of return) from the actuarial value of assets (determined by smoothing values over a certain number of years to reduce volatility), and represented the costs allocated to date for current CalSTRS members that are not covered by the actuarial value of assets. Pursuant to GASB 67, the UAAL has been replaced by the net pension liability (“NPL”) for financial reporting purposes, which represents the excess of the total pension liability (using an entry age cost method, discounted at a discount rate that reflects the expected return on plan assets) over fiduciary net position (valued at fair value).

Pursuant to GASB 67, CalSTRS’ actuary determined that CalSTRS’ net pension position for STRP, which includes the Defined Benefit Program (being the largest portion of STRP), the Defined Benefit Supplement Program, the Cash Balance Benefit Program and the Replacement Benefit Program, increased from \$238.9 billion as of June 30, 2019 to \$247.0 billion as of June 30, 2020. Based on a total pension liability of \$343.9 billion, the NPL of the STRP for participating employers (including the Participants) and the State (a non-employer contributing entity) as of June 30, 2020 was \$96.9 billion (compared to \$90.3 billion as of June 30, 2019), resulting in the STRP fiduciary net position as a percentage of the total pension liability of 71.8% (compared to 72.6% as of June 30, 2019). The total pension liability for the STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2019, and rolling forward the total pension liability to June 30, 2020. Compared to Fiscal Year 2018-19, total contributions for Fiscal Year 2019-20 decreased by \$400 million (2.5%) primarily due to a reduction in one-time, supplemental State contributions received compared to the prior fiscal year, partially offset by an increase in regular member and employer contributions due to an increase in active members, creditable compensation, and contribution rates.

Participants' Proportionate Shares of DB Plan. The following table sets forth each Participant's proportionate share of the Defined Benefit Plan ("DB Plan") net pension liabilities and the total employer contributions as of June 30, 2020.

**Participants' Proportionate Shares of DB Plan
as of June 30, 2020**

Participant	Proportionate Share of DB Plan ⁽¹⁾	Proportionate Share of Employer Contributions ⁽²⁾

Source: Audited financial statements for each respective Participant, except where indicated.

- (1) The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2018, and rolling forward the total pension liability to June 30, 2019. Each Participant's proportion of the net pension liability was based on a projection of the Participant's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined.
- (2) As reported on a current financial resources measurement focus basis.
- (3) Proportionate share of employer contributions includes \$ _____ in payments made by the State on behalf of the Participant.
- (4) Proportionate share of employer contributions includes \$ _____ in payments made by the State on behalf of the Participant.
- (5) Proportionate share of employer contributions includes \$ _____ in payments made by the State on behalf of the Participant.
- (6) Proportionate share of employer contributions includes \$ _____ in payments made by the State on behalf of the Participant.

CalPERS. CalPERS is a defined benefit plan that covers classified personnel who work four or more hours per day. Benefit provisions are established by State legislation in accordance with the Public Employees' Retirement Law. The contribution requirements of the plan members are established by State statute. The actuarial methods and assumptions used for determining the rates are based on those adopted by Board of Administration of CalPERS (the "CalPERS Board").

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 55 with benefits equal to 2.0% of final compensation for each year of service credit. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 62 with benefits equal to 2.0% of final compensation for each year of service credit. All members are eligible for non-duty disability benefits after 5 years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive so-called 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least 5 years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The benefits for the CalPERS pension plans are funded by contributions from members and employers, and earnings from investment. Member and employer contributions are a percentage of applicable member compensation. Member and employer contributions are a percentage of applicable compensation. Member contributions rates are established pursuant to the Public Employees' Retirement Law and depend on the respective employer's benefit formulas. In certain circumstances, a portion of member contributions are paid for by the employer, including the Participants. Employer paid member contributions are reported as member contributions. Employer contribution rates are determined by periodic actuarial valuations or by statute. Actuarial valuations are based on the benefit formulas and employee

groups of each employer. Employer contributions are credited with a market value adjustment in determining contribution rates. The cost of administering CalPERS is financed through contributions and investment earnings. On June 30, 2020, the CalPERS Board published an Actuarial Circular Letter setting forth the employer and employee contributions for Fiscal Year 2020-21. For Fiscal Year 2020-21, active plan miscellaneous members hired on or before December 31, 2012 will be required to contribute 7.0% of their monthly salary and those hired on or after January 1, 2013 are also required to contribute 7.0% of their monthly salary. Each Participant's required contribution rate is the difference between the actuarially determined rate and the contribution rate of employees. The actuarial methods and assumptions used for determining the rates are based on those adopted by CalPERS Board. The required employer contribution rates for miscellaneous members established pursuant to CalPERS for Fiscal Years 2017-18, 2018-19, and 2019-20 were 15.531%, 18.062%, and 19.721% respectively. The required rate for Fiscal Year 2020-21 is 20.70%, a decrease of 1.98% from the rate previously adopted by the CalPERS Board on April 21, 2020, due to State funding provided by the 2020-21 State Budget. The contribution requirements of the plan members are established by State statute.

The actuarially determined contribution rates are calculated by the CalPERS actuary based on assumptions and policies adopted by the CalPERS Board. On April 17, 2013, the CalPERS Board approved a recommendation to change the CalPERS amortization and smoothing policies. Effective with the June 30, 2014 actuarial valuation for the Schools Pool Plan, CalPERS employs an amortization and smoothing policy that spreads rate increases or decreases over a 5-year period, and amortizes all experience gains and losses over a fixed 30-year period.

In November 2015, the CalPERS Board adopted a funding risk mitigation policy that incrementally lowers the discount rate in years of good investment returns to help pay down the pension fund's unfunded liability and provide greater predictability and less volatility in contribution rates for employers. Under the policy adopted by the CalPERS Board, a mechanism will be established to reduce the assumed rate of return by a minimum of 0.05 percentage points to a maximum of 0.25 percentage points in years when investment returns outperform the existing discount rate, currently 7.0%, by at least four percentage points. The four percentage point threshold is expected to offset increases to employer contribution rates that would otherwise increase when the discount rate is lowered, and help pay down CalPERS' unfunded liability.

Schools Pool Plan Actuarial Valuation. The 2019 CalPERS Schools Pool Plan Valuation, the most recent actuarial valuation for the Schools Pool Plan indicates that, from June 30, 2018 to June 30, 2019 the funded status (being the ratio of plan assets to the plan's accrued liabilities) for the Schools Pool Plan decreased by 1.9% from 70.4% to 68.5%. This change was primarily due to increases in liability resulting from the decrease in the discount rate assumption from 7.25% to 7.00% and by the investment returns in Fiscal Year 2018-19 being less than expected. According to the 2019 CalPERS Schools Pool Plan Valuation, the actuarially required employer contribution rate for Fiscal Year 2019-20 for the Schools Pool Plan is 20.70%.

The 2019 CalPERS Schools Pool Plan Valuation projects that future employer contribution rates will be 23.0%, 26.3%, 27.3%, 27.8%, 27.8% and 27.6% for Fiscal Years 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, and 206-27, respectively. The projections are based on, among other things, a discount rate of 7.00% as of June 30, 2019 (net of administrative expenses), salary growth ranging from 0.48% to 4.28% depending on the member's entry age and duration of service, overall payroll growth of 2.75% compounded annually (used in projecting the payroll over which the unfunded liability is amortized), and an inflation rate of 2.5% compounded annually. An actuarial valuation by employer is not currently available. One actuarial valuation is performed for those employers (including the Participants) participating in the pool and the same contribution rate applies to each such employer.

Prior to the publication of the 2019 CalPERS Schools Pool Plan Valuation, the CalPERS Board approved school employer contribution rates and certain member contribution rates based on the results of its June 30, 2019 valuation. According to the April 21, 2020 agenda (the “CalPERS Agenda Item”) for the CalPERS Finance and Administration Committee, such valuation reflects a market value of assets of approximately \$68.177 billion, an accrued liability of \$99.528 billion, unfunded accrued liabilities of \$31.351 billion and a funded status of 68.5%. Each of these values remained the same in the 2019 CalPERS Schools Pool Plan Valuation. The CalPERS Agenda Item also discussed the amortization policy previously adopted by the CalPERS Board, which became effective with the 2019 CalPERS Schools Pool Plan Valuation, and which shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with payments computed using a level dollar amount, removes the 5-year ramp-up and ramp-down on Unfunded Accrued Liability (“UAL”) bases attributable to assumption changes and non-investment gains and losses, and removes the 5-year ramp-down on investment gains and losses. These changes in policy will only apply to new UAL bases established on or after June 30, 2019 with the exception that the impact from the discount rate reduction to 7.0% in the 2019 CalPERS Schools Pool Plan Valuation was amortized under the prior policy.

The following table sets forth the actuarial accrued liabilities, market value of assets, funded status (based on market value of assets), unfunded liabilities (based on market value of assets), projected payroll for determining contributions and unfunded liabilities as a percentage of covered payroll as of June 30, 2014 through 2019.

**Actuarial Value of Schools Portion of CalPERS
Historical Funding Status
Valuation Dates June 30, 2014 through June 30, 2019
(\$ in millions)**

Valuation Date (June 30)	Actuarial Accrued Liabilities	Market Value of Assets (MVA)	Funded Status (MVA)	Unfunded Liabilities/ (Surplus) (MVA)	Projected Payroll for Determining Contributions	Unfunded Liabilities/ (Surplus) as a % of Payroll
2014	\$65,599.71	\$56,838.24	86.6%	\$ 8,761.47	\$11,293.82	77.6%
2015	73,324.98	56,814.25	77.5	16,510.73	12,098.06	136.5
2016	77,543.83	55,784.85	71.9	21,758.97	13,021.67	167.1
2017	84,416.06	60,865.46	72.1	23,550.60	13,683.44	172.1
2018	92,070.94	64,846.34	70.4	27,224.60	14,234.50	191.3
2019	99,528.45	68,177.14	68.5	31,351.30	14,844.46	211.2

Source: CalPERS Schools Pool Actuarial Valuations as of June 30, 2014 through June 30, 2019.

CalPERS issues a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS CAFR and actuarial valuations may be obtained from the CalPERS Financial Services Division, P.O. Box 942703, Sacramento, California 94229-2703. The information set forth therein is not incorporated by reference in this Official Statement.

On December 19, 2017, the CalPERS Board approved several changes to the demographic assumptions based on a review of actuarial assumptions used in its actuarial valuations referred to as an “experience study.” These actuarial assumptions were implemented in the June 30, 2018 valuation for the Schools Pool Plan. The increase in liability due to the revised actuarial assumptions will be amortized over 20 years and phased in over 5 years in accordance with CalPERS Board policy, beginning with the contribution requirement for Fiscal Year 2019-20.

April 2021 Agenda Item 6d. As described in its Actuarial Circular Letter dated June 18, 2021 (the “Circular Letter”), in advance of the publication of the full 2020 CalPERS Schools Pool Plan Valuation later this year, the CalPERS Board approved the employer contribution rate effective Fiscal Year 2021-22 on April 20, 2021. The employer contribution rate for Fiscal Year 2021-22 will be adjusted to 22.91%, pursuant to the recommendation in Agenda Item 6d, dated April 19, 2021 (“Agenda Item 6d”). Additionally, Agenda Item 6d projects that future employer contribution rates will be 26.1%, 27.1%, 27.7%, 27.8%, and 27.6% for Fiscal Years 2022-23, 2023-24, 2024-25, 2025-26, and 2026-27, respectively. Agenda Item 6d states that the return on assets for the year ending June 30, 2020 was approximately 4.7% reduced for administrative expenses, lower than the assumed return of 7.0%, leading to an investment experience loss. Agenda Item 6d also states that from June 30, 2019 to June 30, 2020 the funded status of the Schools Pool increased by 0.1% (from 68.5% to 68.6%). This increase is primarily due to the additional State contribution in July 2019 offset by the lower than expected investment return in fiscal year 2019-20.

Net Pension Liability. CalPERS became subject to the provisions of GASB 67 beginning with the year ended June 30, 2014, and PERS’ participating employers, including the Participants, became subject to the provisions of GASB 68 beginning with the year ended June 30, 2015. See “California State Teachers’ Retirement System – Defined Benefit Plan – Net Pension Liability” above for a description of GASB 67 and GASB 68.

The GASB 68 Accounting Valuation Report for the Schools Pool Plan for the measurement period June 30, 2018 to June 30, 2019 (the “2019 GASB 68 Accounting Valuation Report”) reflects a total pension liability of \$97.3 billion (compared to \$91.5 billion as of June 30, 2018), a fiduciary net position of \$68.2 billion (compared to \$64.8 billion as of June 30, 2018), a net pension liability of \$29.1 billion (compared to \$26.7 billion as of June 30, 2018) and a Plan Fiduciary Net Position as a Percentage of Total Pension Liability of 70.0% (compared to 70.8% as of June 30, 2018). The total pension liabilities were determined by actuarial valuations as of June 30, 2018, which were rolled forward to June 30, 2019, using actuarial assumptions adopted by the CalPERS Board and consistent with the requirements of GASB 68.

Participants’ Proportionate Shares of the Schools Pool Plan. The following table sets forth each Participant’s proportionate share of the School Pool Plan net pension liabilities and the total employer contributions as of June 30, 2020.

**Participants’ Proportionate Shares of Schools Pool Plan
as of June 30, 2020**

Participant	Proportionate Share of Schools Pool Plan ⁽¹⁾	Total Employer Contributions ⁽²⁾

Source: Audited financial statements for each respective Participant, except where indicated.

⁽¹⁾ The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by applying update procedures to an actuarial valuation as of June 30, 2018, and rolling forward the total pension liability to June 30, 2019. Each Participant’s proportion of the net pension liability was based on a projection of the Participant’s long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined.

⁽²⁾ As reported on a current financial resources measurement focus basis.

CalPERS issues a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS CAFR and actuarial

valuations may be obtained from the CalPERS Financial Services Division, P.O. Box 942703, Sacramento, California 94229-2703. The information set forth therein is not incorporated by reference in this Official Statement.

Supplemental Retirement Programs. Certain Participants participate in supplemental retirement programs for employees not currently covered by CalSTRS or CalPERS. See the table entitled “Long-Term Outstanding Obligations” for liability relating to any early retirement incentive program.

Post-Retirement Health Care. In addition to employee health care costs, many of the Participants provide post-employment health care benefits in accordance with collective bargaining agreements. Some of these arrangements place limits on these benefits, such as an aggregate limit on the respective Participant’s costs or a termination of the health care benefits upon the retiree reaching age 65. Most Participants providing post-employment health care benefits do so on a pay-as-you-go basis, paying an amount in each Fiscal Year equal to the benefits distributed or disbursed in that Fiscal Year.

Previously, the Participants reported financial information related to their OPEB plans pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 45 (“Statement No. 45”), *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. Statement No. 45 established standards for measuring, recognizing and disclosing post-employment healthcare as well as other forms of post-employment benefits, such as life insurance, when provided separately from a pension plan expense or expenditures and related liabilities in the financial reports of state and local governments (such other post-employment benefits are referred to herein as “OPEB”). Under Statement No. 45, governments were required to: (i) measure the cost of benefits, and recognize other post-employment benefits expense, on the accrual basis of accounting in periods that approximate employees’ years of service; (ii) provide information about the actuarial liabilities for promised benefits associated with past services and whether, or to what extent, those benefits have been funded; and (iii) provide information useful in assessing potential demands on the employer’s future cash flows. The Participants’ post-employment health benefits fall under Statement No. 45.

The core requirement of Statement No. 45 was that at least biennially an actuarial analysis must be prepared with respect to projected benefits (“Plan Liabilities”); against this would be measured the actuarially determined value of the related assets (the “Plan Assets”). To the extent that Plan Liabilities exceeded Plan Assets, then similar to the actuarial and accounting practices for pension plan liabilities, the difference would be amortized over a period which could be up to 30 years. The method of financial reporting for OPEB costs would be similar to financial reporting for pension plan normal costs and unfunded actuarial accrued liability.

In June 2015, the GASB issued GASB Statement No. 75 (“Statement No. 75”), *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which replaces the requirements of Statement No. 45. Statement No. 75 became effective for Fiscal Years beginning after June 15, 2017 and included a number of changes from Statement No. 45. Among other things, Statement No. 75 (i) provides that the unfunded actuarial accrued liability for OPEB plans (referred to as “Net OPEB Liability” as a result of Statement No. 75) is to be recognized on a Participant’s balance sheet as a liability and (ii) provides for additional OPEB-related disclosures and supplementary information in a Participant’s financial statements. The core requirement of biennial actuarial analysis, as it applies to the Participants, remains unchanged. The requirements that Statement No. 75 impose on the Participants only affect the Participants’ financial statements and do not impose any requirements regarding the funding of any OPEB plans.

The Participants have determined their Total OPEB Liability, which represents the costs and obligations incurred as a consequence of receiving services of current employees and retirees, for which benefits are owed in exchange. The following table sets forth each Participant’s Total OPEB Liability and

Net OPEB Liability as calculated in their most recent OPEB actuarial valuation.

OTHER POST-EMPLOYMENT BENEFITS LIABILITY

Participant	As of Date of Valuation	Total OPEB Liability	Net OPEB Liability

Source: Each respective Participant.

Temporary Transfers

Certain Participants may receive from time to time temporary transfers of funds from the Treasurer-Tax Collector of the County (each, a “Temporary Transfer” and collectively, the “Temporary Transfers”; such transfer is also referred to as a Treasurer’s Loan from time to time). A Temporary Transfer must be repaid from the Treasury Pool participant’s first revenues received thereafter before any other obligation and thus, in the case of the aforementioned Participants, would have a priority over such Participants’ general fund debt obligations. Each Participant may require the County to provide such Participant with a Temporary Transfer even after the Note Participations are issued, to the extent that there are revenues available therefor. None of the Participants has an outstanding Temporary Transfer.

Continuing Disclosure

[To be updated upon review of Participant continuing disclosure information.]

See “Continuing Disclosure” in the forepart of this Official Statement.

Cybersecurity

[To be updated upon completion of Participant due diligence.]

Litigation

Pending lawsuits and other claims against the Participants are incidental to the ordinary course of operations of the Participants and are largely covered by the Participants’ self-insurance programs. There are no claims or lawsuits (with any potential cost to any Participant exceeding \$1,000,000) pending against any of the Participants. [Confirm.]

SUMMARY OF FINANCIAL INFORMATION

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022**RATING:****S&P: “_____”****(See “RATING” herein.)**

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Participants, under existing statutes and court decisions and assuming continuing compliance with certain tax certifications described herein, (i) interest on the Series 2022A-1 Note Participations is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) interest on the Series 2022A-1 Note Participations is not treated as a preference item in calculating the alternative minimum tax under the Code. In the opinion of Bond Counsel to the Participants, interest and original issue discount (as described herein) on the Series 2022A-2 Note Participations is not excludable from gross income for United States federal income tax purposes. In addition, in the opinion of Bond Counsel to the Participants, under existing statutes, interest on the Note Participations is exempt from personal income taxes imposed by the State of California. See “TAX MATTERS – SERIES 2022A-1 NOTE PARTICIPATIONS” and “TAX MATTERS – SERIES 2022A-2 NOTE PARTICIPATIONS” herein.

**COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS,**

[\$A1 Principal Amount]* SERIES 2022A-1 (TAX-EXEMPT)

[\$A2 Principal Amount]* SERIES 2022A-2 (FEDERALLY TAXABLE)

Evidencing and Representing Proportionate and Undivided Interests of the Owners Thereof
in 2022-23 Tax and Revenue Anticipation Notes of Certain School Districts within San Diego County

Series 2022A-1: _____ % Priced to Yield _____ %; CUSIP No.†: 797381 _____

Series 2022A-2: _____ % Priced to Yield _____ %; CUSIP No.†: 797381 _____

Dated: _____, 2022

Maturity Date: June 30, 2023

The Note Participations (as herein defined) will be delivered as fully registered certificates, without coupons, and when delivered will be registered in the name of The Depository Trust Company, New York, New York (“DTC”), or its nominee. DTC will act as securities depository for the Note Participations. Individual purchases of beneficial interests in the Note Participations will be made in book-entry form only and in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of such beneficial interests will not receive physical delivery of the Note Participations. Principal of and interest on the Notes (as herein defined) represented by the Note Participations will be payable on the maturity date set forth above by the Trustee to DTC. DTC will in turn remit such principal and interest to the DTC Participants (as herein defined), who will in turn remit such principal and interest to the Beneficial Owners (as herein defined) of the Note Participations. See “DESCRIPTION OF THE NOTE PARTICIPATIONS – Book-Entry System” herein.

The Note Participations will not be subject to prepayment prior to maturity.

The Series 2022A-1 Note Participations (as herein defined) are being issued pursuant to the terms of a Trust Agreement, dated as of [Dated Date] (the “Series 2022A-1 Trust Agreement”), by and among the County of San Diego (the “County”), the Participants identified herein under “THE PARTICIPANTS – Series 2022A-1 Participants” (the “Series 2022A-1 Participants”) and Wilmington Trust, National Association (the “Trustee”). The Series 2022A-2 Note Participations (as herein defined) are being issued pursuant to the terms of a Trust Agreement, dated as of [Dated Date] (the “Series 2022A-2 Trust Agreement”) and together with the Series 2022A-1 Trust Agreement, the “Trust Agreements”), by and among the County, the Participants identified herein under “THE PARTICIPANTS – Series 2022A-2 Participants” (the “Series 2022A-2 Participants”) and together with the Series 2022A-1 Participant, the “Participants”) and the Trustee. The Note Participations mature on the maturity date set forth above and evidence and represent a proportionate and undivided interest in the 2022-23 Tax and Revenue Anticipation Notes (individually, a “Note” and collectively, the “Notes”) issued by the County on behalf of all Participants and debt service payments on the Notes to be made by the Participants.

The Notes are being issued to provide operating cash for the Participants’ working capital expenditures and the investment and reinvestment of funds for the Participants prior to the receipt of anticipated tax payments and other revenues, identified in each Trust Agreement, provided for or attributable to Fiscal Year 2022-23. Each Participant has pledged certain Unrestricted Revenues as described herein for the payment of the principal of and interest on its respective Note, provided that no Participant has any obligation to pay the principal of or interest on the Note of any other Participant. The Notes are general obligations of the respective Participants and, to the extent the Notes are not paid from revenues pledged for the payment of the Notes, the Notes shall be paid with interest thereon from any other moneys of the Participants lawfully available therefor.

Payments by a Participant of the principal of and interest on its Note shall fully discharge the obligation of such Participant to the Owners of the Note Participations, notwithstanding nonpayment by one or more other Participants. **The obligation of each Participant is a several and not a joint obligation and is strictly limited to such Participant’s repayment obligation under its applicable Note Resolution and Note.**

THE NOTE PARTICIPATIONS ARE LIMITED OBLIGATIONS OF EACH PARTICIPANT PAYABLE SOLELY FROM CERTAIN FUNDS PLEDGED UNDER THE RESPECTIVE TRUST AGREEMENT. THE OBLIGATION OF EACH PARTICIPANT TO PAY PRINCIPAL OF AND INTEREST ON THE NOTE PARTICIPATIONS DOES NOT CONSTITUTE A DEBT OF THE PARTICIPANT, THE COUNTY OR THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

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.

The Note Participations will be offered in book-entry form when, and if executed and delivered, subject to approval as to their legality by Hawkins Delafield & Wood LLP, Los Angeles, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the County by Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel to the County, and for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California. It is anticipated that the Note Participations, in book-entry form, will be available for delivery through the facilities of DTC on or about _____, 2022.

J.P. Morgan

Citigroup

Dated: _____, 2022

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2022 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. Neither the Participants nor the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers..

PARTICIPANTS

[To come]

SERIES 2022A-1 PARTICIPANTS

SERIES 2022A-2 PARTICIPANTS

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS**

Nathan Fletcher, Chair	Fourth District
Nora Vargas, Vice Chair	First District
Joel Anderson	Second District
Terra Lawson-Remer	Third District
Jim Desmond	Fifth District

COUNTY OFFICIALS

Helen N. Robbins-Meyer, *Chief Administrative Officer*
Dan McAllister, *Treasurer – Tax Collector*
Ebony N. Shelton, *Deputy Chief Administrative Officer / Chief Financial Officer*
Lonnie J Eldridge, *County Counsel*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel
Hawkins Delafield & Wood LLP
Los Angeles, California

Municipal Advisor to School District Participants
Government Financial Strategies inc.
Sacramento, California

Trustee
Wilmington Trust, National Association
Costa Mesa, California

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offers made hereby and, if given or made, such information or representation must not be relied upon as having been authorized by the Participants. This Official Statement does not constitute an offer to sell the Note Participations in any state or other jurisdiction to any person to whom it is unlawful to make such an offer in such state or jurisdiction.

This Official Statement is not to be construed as a contract with the purchasers of the Note Participations. 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 set forth herein has been provided by the Participants and other sources that are believed by the Participants to be reliable. The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The information and expression 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 an implication that there has been no change in the affairs of the Participants since the date hereof. This Official Statement is submitted with respect to the sale of the Note Participations referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the County. All summaries of the Note Participations, the Notes, the Note Resolutions, the Trust Agreements, the Investment Agreement, if any (each as defined herein), and other documents, are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Preparation of this Official Statement and its distribution have been duly authorized and approved by the Participants.

This Official Statement is submitted in connection with the execution and delivery of the Note Participations referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTE PARTICIPATIONS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE NOTE PARTICIPATIONS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

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**COUNTY OF SAN DIEGO AND SAN DIEGO COUNTY SCHOOL DISTRICTS
TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS,**

**[\$[A1 Principal Amount]* SERIES 2022A-1 (TAX-EXEMPT)
\$[A2 Principal Amount]* SERIES 2022A-2 (FEDERALLY TAXABLE)**

Evidencing and Representing Proportionate and Undivided Interests of the Owners Thereof
in 2022-23 Tax and Revenue Anticipation Notes of Certain School Districts within San Diego County

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and is qualified by a more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents described herein. References to and summaries of provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions.

This Official Statement, including the cover page, table of contents and appendices, sets forth certain information concerning the \$[A1 Principal Amount]* aggregate principal amount of the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program Note Participations, Series 2022A-1 (Tax-Exempt) (the “Series 2022A-1 Note Participations”) and \$[A2 Principal Amount]* aggregate principal amount of the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program Note Participations, Series 2022A-2 (Federally Taxable) (the “Series 2022A-2 Note Participations,” and together with the Series 2022A-1 Note Participations, the “Note Participations”), each comprised of Note Participations maturing on June 30, 2023. The Note Participations evidence and represent proportionate and undivided interests of the owners thereof in the 2022-23 Tax and Revenue Anticipation Notes (individually, a “Note” and collectively, the “Notes”), as identified in the respective Trust Agreement (as herein defined), issued by the County of San Diego (the “County”) on behalf of the various school districts, as further described under the “THE PARTICIPANTS” herein (the “Participants”) located in San Diego County, California, and the debt service payments on the Notes to be made by the Participants. Each Note is issued pursuant to Article 7.6, Chapter 4, Part 1, Division 2, Title 5 (commencing with Section 53850) of the California Government Code (the “Government Code”) and in accordance with a resolution adopted by the Board of Supervisors of the County (the “Board”) on behalf of each Participant and a resolution adopted by each Participant (each a “Note Resolution”).

The Series 2022A-1 Note Participations are being issued pursuant to the terms of a Trust Agreement, dated as of [Dated Date] (the “Series 2022A-1 Trust Agreement”), by and among the County, the Participants identified herein under “THE PARTICIPANTS – Series 2022A-1 Participants” (the “Series 2022A-1 Participants”), and Wilmington Trust, National Association (the “Trustee”). The Series 2022A-2 Note Participations are being issued pursuant to the terms of a Trust Agreement, dated as of [Dated Date] (the “Series 2022A-2 Trust Agreement” and together with the Series 2022A-1 Trust Agreement, the “Trust Agreements” and each a “Trust Agreement”), by and among the County, the Participants identified herein under “THE PARTICIPANTS – Series 2022A-2 Participants” (the “Series 2022A-2 Participants”), and the Trustee. See APPENDICES A and B for a summary description of certain information respecting each Participant.

The Note Participations will be executed and delivered in an aggregate principal amount equal to the aggregate principal amount of the Notes. The Notes represented by the Note Participations are being issued to provide operating cash for the current working capital expenditures, capital expenditures and the

* Preliminary, subject to change.

investment and reinvestment of funds prior to the receipt of anticipated tax payments and other revenues for the respective Participants. Imbalances in the Participants' cash flows, resulting from the timing of expenditures and receipts, require that the Participants borrow funds to meet all scheduled disbursements, including current expenses, capital expenditures, and the discharge of other obligations or indebtedness of the Participants.

Each Participant has pledged, pursuant to Section 53856 of the Government Code and its respective Note Resolution for the payment of principal of and interest on its respective Note, certain Unrestricted Revenues (as hereinafter defined, the "Pledged Revenues") which are received, accrued or held by the Participant and are attributable to the 2022-23 Fiscal Year, and the principal of its Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the Participant from such Pledged Revenues and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the Participant provided for or attributable to the 2022-23 Fiscal Year and available therefor (all as provided for in Sections 53856 and 53857 of the Government Code). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the Participant. The Owners (as defined below) shall have a first lien and charge on such Unrestricted Revenues as provided in the respective Trust Agreement which are received, accrued or held by the Participant and are attributable to the 2022-23 Fiscal Year. Notwithstanding the foregoing, the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the Participant, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the related Participant's Note is set aside and used for said special purpose. **Notwithstanding the foregoing, Unrestricted Revenues pledged by the Participants to the payment of the Notes represented by their respective Note Participations as Pledged Revenues shall not include any amounts pledged by the Participants to the payment of any temporary transfer of funds by the Treasurer-Tax Collector of the County (the "Treasurer-Tax Collector") pursuant to Section 6 of Article XVI of the California Constitution (the "Temporary Transfers"), which transfers are referred to as Treasurer's Loans from time to time.**

Each Participant has agreed pursuant to its respective Note Resolution to cause to be deposited with the Trustee an amount, together with interest earnings thereon, equal to the principal amount of and interest due on its respective Note from Pledged Revenues received by the Participant in certain sequentially numbered Repayment Dates (as defined in the respective Note Resolutions). See "SOURCES OF PAYMENT FOR THE NOTE PARTICIPATIONS" herein.

No Participant has any obligation to pay the principal of or interest on the Note of any other Participant. The Notes are general obligations of the respective Participants and, to the extent the Notes are not paid from such Pledged Revenues, the Notes shall be paid, with interest thereon, from any other moneys of the respective Participants lawfully available therefor pursuant to Section 53857 of the Government Code. The obligation of each Participant is a several and not a joint obligation and is strictly limited to such Participant's repayment obligation under its applicable Note Resolution and Note. See "SOURCES OF PAYMENT FOR THE NOTE PARTICIPATIONS" herein.

The Participants may issue, upon satisfaction of certain conditions in the Participant's respective authorizing resolutions, additional notes secured by a pledge of Pledged Revenues on a parity with or subordinate to the pledge of Pledged Revenues for the Notes. See "SOURCES OF PAYMENT FOR THE NOTE PARTICIPATIONS – Additional Notes" herein.

All quotations from and summaries and explanations of provisions of the laws of the State of California (the "State") and acts and proceedings of the Participants contained herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof, and all

references to the Note Participations, the Notes, the Note Resolutions and the proceedings of the Participants relating thereto, are qualified in their entirety by reference to the definitive forms of the Note Participations, the Notes and such proceedings. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreements and, where the context indicates, the respective Note Resolution.

COVID-19

The ongoing COVID-19 Pandemic (the “Pandemic”) and the actions taken by the federal, State, and local governments have affected the operations and finances of the Participants. Additional impacts of the Pandemic on the Participants will depend on future events, including future events outside of the control of the Participants, and actions by the federal government and the State. The Participants cannot predict the extent or duration of the Pandemic or what overall impact it may have on the Participants’ respective financial conditions or operations. For further information concerning the potential effects of the Pandemic on the Participants, see APPENDIX A – “COVID-19 AND RELATED EVENTS.”

THE TRANSACTION

On the date of issuance of the Notes and the execution and delivery of the Note Participations (the “Closing Date”) the following transactions shall occur simultaneously in accordance with the Trust Agreements: (a) the County shall deposit each respective Note, on behalf of each Participant, in trust with the Trustee, who shall hold such Notes in trust until their maturity; (b) the Trustee shall execute and deliver the related Note Participations, registered in the name of The Depository Trust Company, New York, New York (“DTC”), or its nominee, for the benefit, under the respective Trust Agreement, of the beneficial owners of interests in the Note Participations described herein (“Beneficial Owners”); and (c) the proceeds of the Note Participations shall be deposited and disbursed as set forth in the respective Trust Agreement.

The purchase price for the Notes shall be derived solely from the proceeds received from the sale of the Note Participations, which shall be an amount equal to the principal amount of the Notes, less any underwriters’ discount and original issue discount and plus any original issue premium. The Note Participations shall represent undivided, proportionate interests in the respective Notes and the debt service payments to be made by the Participants under the respective Notes. Principal and interest payments made by the Participants to the Trustee shall be remitted by wire transfer to DTC or its nominee which in turn will remit such payments to participants in DTC (“DTC Participants”) for subsequent disbursement to the Beneficial Owners. See “DESCRIPTION OF THE NOTE PARTICIPATIONS – Book-Entry System” herein. Pursuant to the respective Trust Agreement, the Trustee agrees to transfer all such debt service payments as may be received from the related Participants to DTC, as Registered Owner of the Note Participations (the “Owner”), and the Trustee agrees to hold the Notes until their maturity for the benefit of the Beneficial Owners. Neither the Trustee nor the Participants shall have any further liability with respect to payments of principal of and interest on the Notes represented by the Note Participations or any fiduciary responsibility to the Owners or the Beneficial Owners except as expressly set forth in the applicable Trust Agreement or the terms of the Note Participations. See “SUMMARY OF THE TRUST AGREEMENTS” herein.

DESCRIPTION OF THE NOTE PARTICIPATIONS

The Note Participations

The Note Participations will be executed and delivered as fully registered certificates, without coupons. The Note Participations will be dated, will mature and will have an interest component calculated at the rates per annum, all as shown on the cover page hereof. Principal with respect to the Notes will be payable on the Maturity Date (as defined in each Participant's Note). Principal and interest with respect to the Notes will be payable on their respective Maturity Dates (as defined in each Participant's Note). Principal of and interest due on the Notes represented by the Note Participations will be payable by the Trustee to DTC, which will in turn remit such principal and interest to the DTC Participants. It is the responsibility of the DTC Participants to remit such principal and interest to the Beneficial Owners. See "Book-Entry System" below. The Note Participations and the Notes evidenced thereby are not subject to redemption prior to maturity.

Book-Entry System

The information hereunder concerning DTC and DTC's book-entry only system has been obtained from DTC and the Participants take no responsibility for the completeness or accuracy thereof. The Participants, the Trustee and the Underwriters cannot and do not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Note Participations, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Note Participations, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Note Participations, or that they will do so on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The Participants, the Trustee and the Underwriters are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner with respect to the Note Participations or an error or delay relating thereto. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. DTC will act as securities depository for the Note Participations. The Note Participations 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 certificate will be issued for each maturity of the Note Participations 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 S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”) 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. Information on this website is not incorporated herein.

3. Purchases of the Note Participations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Note Participations on DTC’s records. The ownership interest of each actual purchaser of each Note Participation (“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 Note Participations are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Note Participations, except in the event that use of the book-entry system for the Note Participations is discontinued.

4. To facilitate subsequent transfers, all Note Participations 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 the Note Participations 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 Note Participations; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Note Participations 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 the Note Participations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Note Participations, such as redemptions, defaults, and proposed amendments to the financing documents.

6. Redemption notices shall be sent to DTC. If less than all of the Note Participations within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Note Participations unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee 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 Note Participations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds on the Note Participations 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

Participants 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 Participants or the Trustee, 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 Participants 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. DTC may discontinue providing its services as depository with respect to the Note Participations at any time by giving reasonable notice to the Participants or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Note Participation certificates are required to be printed and delivered.

11. The Participants may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificated Note Participations will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Participants believes to be reliable, but the Participants take no responsibility for the accuracy thereof.

NEITHER THE PARTICIPANTS, THE COUNTY, THE TRUSTEE NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OF DTC OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC; (2) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST ON NOTE PARTICIPATIONS; (3) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS UNDER THE TERMS OF THE APPLICABLE TRUST AGREEMENT; OR (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS OWNER OF THE NOTE PARTICIPATIONS.

SOURCES OF PAYMENT FOR THE NOTE PARTICIPATIONS

The Notes

The Note Participations evidence and represent proportionate and undivided interests in the Notes and in debt service payments attributable to the Note Participations to be made thereon by the respective Participants. The Notes are general obligations of the respective Participants and, to the extent not paid as identified in each Trust Agreement from the pledged moneys herein described, shall be paid from any other moneys of the Participants lawfully available therefor. However, except for the Pledged Revenues described herein, the Participants are not prohibited from pledging, encumbering and utilizing other moneys for other purposes and there can be no assurance that such other moneys will be available for the payment of the principal of and interest on the Notes represented by the Note Participations and the Notes evidenced thereby. **No Participant has any obligation to pay the principal of or interest on the Note of any other Participant.**

The Notes represented by the Note Participations are secured by the Pledged Revenues as identified in each Trust Agreement and as described herein of the Participants. See APPENDIX A – “INFORMATION REGARDING THE PARTICIPANTS” for more information on the Participants.

Pledged Revenues

As security for the Notes, the Participants have each pledged certain Unrestricted Revenues (as hereinafter defined, the “Pledged Revenues”) which are received, accrued or held by the Participant and are attributable to the 2022-23 Fiscal Year, and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the Participant from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the Participant provided for or attributable to the 2022-23 Fiscal Year and available therefor (all as provided for in Sections 53856 and 53857 of the Government Code). The term “Unrestricted Revenues” shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the Participant. The Owners shall have a first lien and charge on such Unrestricted Revenues as provided in the respective Trust Agreement which are received, accrued or held by the Participant and are attributable to the 2022-23 Fiscal Year. Notwithstanding the foregoing, the terms “Unrestricted Revenues” and “Pledged Revenues” shall exclude moneys which, when received by a Participant, will be encumbered for a special purpose unless an equivalent amount of the proceeds of its Note is set aside and used for said special purpose. **Notwithstanding the foregoing, Unrestricted Revenues pledged by the Participants to the payment of the Notes represented by the Note Participations as Pledged Revenues shall not include any amounts pledged by the Participants to the payment of any Treasurer Temporary Transfers.**

To effect the pledge referred to in the preceding paragraph, each Participant has agreed pursuant to its respective Note Resolution to the establishment and maintenance by the Trustee of a Payment Account as a special fund of such Participant (each, a “Payment Account”) within the Note Participation Payment Fund under the related Trust Agreement. Each Participant has agreed to cause to be deposited directly in its Payment Account on the Repayment Dates (as defined in such Participant’s Note Resolution) Pledged Revenues until the amount on deposit in such account is equal on the respective Repayment Dates to the percentages of the principal of the Note due at maturity and interest due on the Note on the Repayment Dates. Any such deposit may take into consideration anticipated investment earnings on amounts invested in a Permitted Investment, as defined in each Trust Agreement, with a fixed rate of return through the Maturity Date. In the event that on each such Repayment Date, such Participant has not received an amount sufficient to deposit into its Payment Account the full amount of Pledged Revenues, then the amount of any deficiency will be satisfied and made up from any other moneys of such Participant lawfully available for the payment of the principal of its Note and the interest thereon, as and when such other moneys are received or are otherwise legally available. The schedule of Pledged Revenue deposits, including the percentage of aggregate principal and interest to be set aside on the applicable Repayment Dates, is set forth in APPENDIX C – “SCHEDULE OF PLEDGED REVENUE DEPOSITS” attached hereto.

On each Repayment Date, the moneys in the respective Payment Accounts shall be transferred by the Trustee, to the extent necessary, to pay the interest on, or principal of and interest on, the Notes, as applicable. In the event that moneys in any Payment Account are insufficient to pay the interest on, or the principal of and interest on, the related Note in full on the applicable Repayment Date, moneys in such Payment Account shall be applied first to pay interest on the related Note and second to pay principal of the related Note. See APPENDIX E – “PARTICIPANT NOTE AMOUNTS AND COVERAGE ANALYSIS” attached hereto.

Payment Accounts

In accordance with the provisions of the respective Trust Agreement, all principal and interest payments on the Notes received by the Trustee shall be held in trust by the Trustee under the terms of the related Trust Agreement and shall be deposited by it, as and when received, in the appropriate Payment Account within the Note Participation Payment Fund established thereunder, and all money in such fund shall be held in trust by the Trustee for the benefit of the Participant submitting such money until deposited for the payment of principal and interest in connection with the Note Participations, whereupon such money shall be held in trust in such accounts by the Trustee for the benefit and security of the Owners as set forth in the related Trust Agreement. Pursuant to each Note Resolution, each Participant is required to deposit amounts with the Trustee on the dates identified as such Participant's Repayment Dates until the amount on deposit in such Participant's Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal on the respective Repayment Dates identified in the Pricing Confirmation to the percentages of the interest, or the principal and interest, as applicable, due on such Participant's Note on each Repayment Date. Pursuant to each Participant's Note Resolution, the maximum number of Repayment Dates for each Participant shall be six. If any Participant fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such Participant of such failure. If the Trustee receives Payment Account deposits from a Participant in excess of the amounts required to pay the principal of and interest due on such Participant's Note on the Principal Payment Date, such excess amounts shall remain in the appropriate Participant's Payment Account in the Note Participation Payment Fund and shall be transferred to such Participant following payment of the amount of Note Participations evidencing and representing such Participant's Note. **The Participants, to the extent they have any interest in such fund, pledge, transfer, assign and grant a lien on and a security interest in the Note Participation Payment Fund and their respective Payment Account therein to the Trustee for the benefit of the Owners. Moneys in any Participant's Payment Account will neither be available nor used in any manner (directly or indirectly) to make up any deficiency in the Payment Account of another Participant or for payment of principal of and interest on any other Participant's Note.**

Expedited Procedure for Deposits into Payment Accounts

Each Participant has covenanted to cause its funds, to the extent available, to be transferred by the Treasurer-Tax Collector from its general fund at the Treasurer-Tax Collector's office, or from the Participant's Proceeds Subaccount (as hereinafter defined) held by the Trustee, for deposit and credit to such Participant's Payment Account under the respective Trust Agreement, in an amount equal to the principal and interest due on the Participant's Note on each Repayment Date. Unless otherwise instructed by the Participant, the Trustee shall first cause the respective Participant's funds, to the extent available, to be transferred from the Participants' general fund at the Treasurer-Tax Collector's office to the Participant's Payment Account. The Trustee shall cause the balance, if any, required to be transferred on each Repayment Date to be deposited into each Participant's respective Proceeds Subaccount.

Additional Notes

Each Participant may at any time during the 2022-23 Fiscal Year issue or provide for the issuance of an additional note secured by a pledge of Pledged Revenues on a parity with the pledge of Pledged Revenues for the Notes (the "Parity Note"); provided that (i) such Participant shall have received confirmation from each rating agency rating its outstanding Note or Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the Participant's

outstanding Note and (iii) such Participant shall have received the written consent of the credit provider, if any, to the issuance of the Parity Note.

Each Participant may also issue, upon satisfaction of certain conditions in the Participant's respective authorizing resolution, additional notes secured by a pledge of Pledged Revenues subordinate to the pledge of Pledged Revenues for the Notes.

SUMMARY OF THE NOTE RESOLUTIONS

Covenants of the Participants

In its respective Note Resolution, each Participant has approved and authorized, on its behalf, the execution of the applicable Trust Agreement and its respective Note and has represented or covenanted, among other things, the following:

(A) The Participant has (or will have prior to the issuance of its Note) duly, regularly and properly adopted a preliminary budget for Fiscal Year 2022-23 setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The Participant will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the municipal advisor to the Participants and the Underwriters (or owner of the Note Participations in the event of a private placement), promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(B) The sum of the principal amount of the Participant's Note and any outstanding note payable from Unrestricted Revenues that are provided for or attributable to the Repayment Fiscal Year, plus the interest payable thereon, on the date of its issuance, will not exceed eighty-five percent (85%) of the estimated amounts of such Participant's uncollected taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys to be received or accrued by such Participant for the general fund of such Participant and provided for or attributable to Fiscal Year 2022-23, all of which will be legally available to pay principal of and interest on such outstanding note and the Note (exclusive of any moneys required to be used to repay a treasurer's loan, if any).

(C) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the Participant's boundaries in each of the last five fiscal years for which information is available, and such Participant, as of the date of adoption of its Note Resolution and on the date of issuance of its Note, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for Fiscal Year 2022-23.

(D) The Participant is not currently in default, on any debt obligation and, to the best knowledge of such Participant, has never defaulted on any debt obligation.

(E) The Participant and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of its Note Resolution and its Note.

(F) Except for a Parity Note, if any, the Participant shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues under its Note Resolution.

(G) The Participant will maintain a positive general fund balance in Fiscal Year 2022-23.

(H) Each of the Participants has funded its Reserve for Economic Uncertainties for Fiscal Year 2021-22 in at least the minimum amount recommended, and will budget to fund its Reserve for Economic Uncertainties for Fiscal Year 2022-23 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

Events of Default

Pursuant to each respective Participant's Note Resolution, if any of the following events occurs, it is defined as and declared to be and to constitute an "Event of Default" under such Note Resolution:

(A) Failure by the Participant to make or cause to be made the deposits to its Payment Account or any other payment required to be paid under its Note Resolution on or before the date on which such deposit or other payment is due and payable;

(B) Failure by the Participant to observe and perform any covenant, condition or agreement on its part to be observed or performed under its Note Resolution, for a period of 15 days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the Participant contained in its Note Resolution or the Purchase Contract (including its Pricing Confirmation), or in any instrument furnished in compliance with or in reference to its Note Resolution or the Purchase Contract or in connection with its Note, is false or misleading in any material respect;

(D) A petition is filed against the Participant under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(E) The Participant files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(F) The Participant admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Participant or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests; and

(G) An "Event of Default" under the terms of the resolution of the County providing for the issuance of the Notes.

Remedies

Whenever any Event of Default under any Note Resolution shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided under the applicable Note Resolution or by

law or under the applicable Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the affected Note to be immediately due and payable, require the related Participant to pay to the Trustee, for deposit into the Payment Account of the Participant in the Note Participation Payment Fund under the related Trust Agreement, an amount equal to the principal of its Note and interest thereon to maturity, plus all other amounts due under the related Note Resolution, and upon notice to the Participant the same shall become immediately due and payable by the Participant without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due under the related Note Resolution or to enforce any other of its rights under the related Note Resolution.

SUMMARY OF THE TRUST AGREEMENTS

General

Pursuant to the Series 2022A-1 Trust Agreement, the Trustee is appointed to act as trustee with respect to the Series 2022A-1 Note Participations, and pursuant to the Series 2022A-2 Trust Agreement, the Trustee is appointed to act as trustee with respect to the Series 2022A-2 Note Participations, in each case with the duty to hold the related Notes in trust until maturity for the benefit of the Owners of the related Note Participations. The payments on the Notes shall be used for the punctual payment of the interest and principal evidenced and represented by the related Note Participations, and the Notes or payments thereon shall not be used for any other purpose while any of the related Note Participations remain Outstanding.

Deposit of the Notes, Note Proceeds and Note Payments

Pursuant to each Trust Agreement, the respective Notes, as evidenced and represented by the respective Note Participations, shall be irrevocably deposited with and pledged and transferred to the Trustee, which is the registered owner of each Note for the benefit of the Owners of the respective Note Participations and the payments on the respective Notes shall be used for the punctual payment of the interest and principal evidenced and represented by the respective Note Participations, and the respective Notes shall not be used for any other purpose while the respective Note Participations remain Outstanding. This deposit, transfer and pledge shall constitute a first and exclusive lien on the principal and interest payments of the Notes for the foregoing purpose in accordance with the terms of the applicable Trust Agreement.

The Trustee shall execute and deliver the Note Participations evidencing and representing the aggregate principal amount of the respective Notes. The obligation of each Participant to Owners is a several and not a joint obligation and is strictly limited to the Participant's repayment obligation under its Resolution and its Note. The net proceeds from the sale of the Note Participations will be deposited with the Trustee for the payment of certain costs of issuance and for deposit into the Proceeds Fund and credited to subaccounts of that Fund (the "Proceeds Subaccounts"), one of which shall be established for each of the Participants under the applicable Trust Agreement. All money in the Proceeds Fund shall be held by the Trustee in trust. Moneys in the Proceeds Subaccount of each Participant shall be disbursed to that Participant from time to time, as soon as practical, pursuant to a requisition of the Participant, for any purpose for which the Participant is authorized to expend moneys.

All principal and interest payments on the Notes shall be paid directly by the Participants to the Trustee. All principal and interest payments on the Notes received by the Trustee shall be held in trust by

the Trustee under the terms of the related Trust Agreement and shall be deposited by it, as and when received, in the appropriate Payment Account within the Note Participation Payment Fund established under the related Trust Agreement, which fund the Trustee shall maintain so long as any related Note Participations are Outstanding, and all money in such fund shall be held in trust by the Trustee for the benefit of the Participant submitting such money until deposited in the Interest Fund and Principal Fund established under the related Trust Agreement in accordance with such related Trust Agreement, whereupon such money shall be held in trust in such funds by the Trustee for the benefit and security of the Owners to the extent provided in the related Trust Agreement. Pursuant to each Participant's Note Resolution, each Participant is required to deposit amounts with the Trustee on the dates identified as such Participant's Repayment Dates. Any such deposit may take into consideration anticipated investment earnings on amounts deposited or in an investment agreement through the Maturity Date. If any Participant fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such Participant and S&P of such failure.

Upon written instruction from any Authorized District Representative, to the extent that the Trustee holds moneys and/or securities in a Participant's Proceeds Subaccount, there shall be transferred to such Participant's Payment Account in the Note Participation Payment Fund, under the respective Trust Agreement, from the Proceeds Subaccount of such Participant on any Repayment Date, the amount stated in such instruction, but not more than an amount equal to the percentages of the principal of and interest due on such Participant's Note at maturity for the corresponding Repayment Date designated on the face of each such Participant's Note.

Investments

Any money held by the Trustee in the Note Participation Payment Fund and the Proceeds Fund under the respective Trust Agreement may, to the fullest extent practicable, be invested under one or more investment agreement(s) meeting the requirements of the applicable Trust Agreement (the "Investment Agreements"); provided that, upon the request of any Participant, moneys held by the Trustee with respect to such Participant's Proceeds Subaccount or Payment Account of such Participant, shall be invested, by the Trustee in any of the other Permitted Investments as described in and under the terms of the applicable Trust Agreement. The amounts held in the several Payment Accounts and Proceeds Subaccounts will be accounted for separately by the Trustee. See "INVESTMENT OF PARTICIPANT FUNDS" herein.

The Trustee may act as principal or agent in the acquisition or disposition of any such deposit or investment and may at its sole discretion, for the purpose of any such deposit or investment, commingle any of the moneys held by it under the Trust Agreements. The Trustee shall not be liable or responsible for any loss suffered in connection with any such deposit or investment made by it under the terms of and in accordance with the Trust Agreements. The Trustee may present for redemption or sell any such deposit or investment whenever it shall be necessary in order to provide money to meet any payment of the money so deposited or invested, and the Trustee shall not be liable or responsible for any losses resulting from any such deposit or investment presented for redemption or sold. Any interest or profits on such deposits and investments received by the Trustee shall be credited to the fund or account from which such investment was made.

Moneys held by the Trustee in each respective Costs of Issuance Fund, Principal Fund and the Interest Fund shall be invested in Permitted Investments as directed by the County, as representative of the Participants, in writing. "Permitted Investments" include each of the following to the extent then permitted by law:

(1) United States of America Treasury bills, notes, bonds or certificates of indebtedness, or obligations for which the full faith and credit of the United States of America are pledged for the payment of interest and principal;

(2) Any obligations which are then legal investments for moneys of the Participants under the laws of the State of California; *provided*, that if such investments are not fully insured by the Federal Deposit Insurance Corporation, such investments shall be, or shall be issued by entities the debt securities of which are, rated in the highest short-term or one of the two highest long-term rating categories by Moody's Investors Service ("Moody's") and S&P, including any fund for which the Trustee, or any of its affiliates provides management, advisory, or sponsorship service;

(3) Units of a money-market fund portfolio composed of obligations either issued by United States government sponsored enterprises or guaranteed by the full faith and credit of the United States of America rated in one of the two highest rating categories by Moody's and S&P; including any fund for which the Trustee or any of its affiliates provides management, advisory or sponsorship services;

(4) An investment agreement, including a repurchase agreement, with a financial entity, or with a financial entity whose obligations are guaranteed or insured by a financial entity, whose senior debt or investment contracts or obligations under its investment contracts are rated in one of the two highest long-term rating categories by Moody's and S&P or whose commercial paper rating is in the highest rating category of each such rating agencies or is collateralized by investments listed in subsection (1) hereof as required by S&P and Moody's to be rated in one of the two highest rating categories;

(5) The San Diego County Investment Pool;

(6) Any securities required or permitted to be used to collateralize an investment agreement, to the extent such securities are used to collateralize an investment agreement; or

(7) Any other investment rated in one of the two highest rating categories by Moody's and S&P approved by the County.

Events of Default

If any default in the payment of principal of or interest on a Note or any other "Event of Default" defined in a Note Resolution shall occur and be continuing, or if any default shall be made by a Participant in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the applicable Trust Agreement and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given to such Participant by the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the respective Note Participations at the time Outstanding, then such default shall constitute an "Event of Default" under the applicable Trust Agreement, and in each and every such case during the continuance of such Event of Default the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the respective Note Participations at the time Outstanding shall be entitled, upon notice in writing to such Participant, to exercise the remedies provided to the owner of the Note then in default or under the Note Resolution pursuant to which it was issued; provided, that nothing contained in the applicable Trust Agreement shall affect or impair the right of action of any Owner to institute suit directly against the respective Participant to enforce payment of the obligation evidenced and represented by such Owner's Note Participation.

The Owners of Note Participations, for purposes of the respective Trust Agreement and the Note Resolutions, to the extent of their interests, shall be treated as owners of the respective Notes and shall be

entitled to all rights and security of the owners of Notes pursuant to the respective Note and Note Resolution and the respective Trust Agreement, and shall be treated for all purposes as owners of the respective Notes. The Trustee shall have the right: (a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights under the respective Trust Agreement against any Participant that is a party to such Trust Agreement or any trustee, member, officer or employee thereof, and to compel such Participant or any such trustee, member, officer or employee thereof to observe or perform its or their duties under applicable law and the agreements, conditions, covenants and terms contained in the applicable Trust Agreement, or in the applicable Note and Note Resolution, required to be observed or performed by it or them; (b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or (c) by suit in equity upon the happening of any default under the Trust Agreement to require any Participant and any trustee, member, officer and employee thereof to account as the trustee of any express trust.

Application of Funds Upon Event of Default

All moneys received by the Trustee pursuant to any right given or action taken upon the occurrence of an Event of Default pursuant to each Trust Agreement shall be deposited into the segregated Payment Account of the Note Participation Payment Fund relating to the defaulting Participant's Note and be applied by the Trustee after payment of its costs in accordance with the applicable Trust Agreement in the following order; *provided* that the Trustee shall obtain and follow the instructions contained in an Opinion of Counsel and rebate or set aside for rebate from the specified funds held under the Series 2022A-1 Trust Agreement any amount pursuant to such instructions required to be paid to the United States of America under the Internal Revenue Code of 1986, as amended, and the regulations issued or applicable thereunder:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and then of the Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all payments of interest evidenced and represented by the Note Participations then due in the order of the due date of such payments, and, if the amount available shall not be sufficient to pay in full any payment or payments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal evidenced and represented by any Note Participations which shall have become due, in the order of their due dates, with interest on the overdue principal and interest represented by the Note Participations at a rate equal to the Default Rate and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the Note Participations on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

INVESTMENT OF PARTICIPANT FUNDS

Pursuant to the Education Code, the Participants' operating funds are generally deposited into the County Treasury to the credit of the proper fund of the respective Participant. In the case of the Note Participations, the net proceeds attributable to such Participant will be initially credited to subaccounts of the Proceeds Fund, one of which shall be established for each Participant, and subsequently transferred to the County Treasury to the credit of the general fund of the respective Participant. See also "SUMMARY OF THE TRUST AGREEMENT – Investments" herein and APPENDIX A – "INFORMATION REGARDING THE PARTICIPANTS – San Diego County Investment Pool" attached hereto.

THE PARTICIPANTS

Series 2022A-1 Participants

The Series 2022A-1 Participants and the principal amount of the Notes issued by each such Series 2022A-1 Participant are set forth below:

<u>Participants</u>	<u>Principal Amounts</u>
	\$

Series 2022A-2 Participants

The Series 2022A-2 Participants and the principal amount of the Notes issued by each such Series 2022A-2 Participant are set forth below:

<u>Participants</u>	<u>Principal Amounts</u>
	\$

LIMITATIONS ON REMEDIES

The source of repayment of the Note Participations is debt service payments on the Notes. A Participant is liable on its Note (even in the event that such Note becomes a Defaulted Note) only to the extent of its available revenues provided for or attributable to Fiscal Year 2022-23. If such available revenues are not sufficient to pay its Note or Defaulted Note, as the case may be, such Participant is not obligated to pay such Note or Defaulted Note from any other sources (including subsequent fiscal years' revenues). **The obligation of a Participant to make payments on or in respect of its Note is a several and not a joint obligation and is strictly limited to such Participant's repayment obligation under its Note Resolution and its Note, and to its Pledged Revenues.**

The rights of the Owners of the Note Participations are subject to certain limitations in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the Owners of the Note Participations, and the obligations incurred by the Participants, respectively, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, and the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the Owners of the Note Participations to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

On January 24, 1996, the United States Bankruptcy Court for the Central District of California held in the case of *County of Orange v. Merrill Lynch* that a State statute providing for a priority of distribution of property held in trust conflicted with, and was preempted by, federal bankruptcy law. In that case, the court addressed the priority of the disposition of moneys held in a county investment pool upon bankruptcy of the county, but was not required to directly address the State statute that provides for the lien in favor of holders of tax and revenue anticipation notes. The Participants are in possession of the taxes and other revenues that will be set aside and pledged to repay the Notes evidenced by the Note Participations and, following payment of these funds to the Trustee, these funds will be invested in the name of the Trustee for

a period of time in the San Diego County Investment Pool or in an Investment Agreement. In the event of a petition for the adjustment of debts of any of the Participants under Chapter 9 of the federal bankruptcy code, a court might hold that the Owners of the Notes evidenced by the Note Participations do not have a valid and/or prior lien on the Pledged Revenues where such amounts are deposited in the San Diego County Investment Pool or in an Investment Agreement and may not provide the Owners of the Notes evidenced by the Note Participations with a priority interest in such amounts. In that circumstance, unless the Owners could “trace” the funds from the Repayment Fund that have been deposited in the San Diego County Investment Pool or in an Investment Agreement, the Owners would be unsecured (rather than secured) creditors of the Participants. There can be no assurance that the Owners could successfully so “trace” the Pledged Revenues.

TAX MATTERS – SERIES 2022A-1 NOTE PARTICIPATIONS

Opinion of Bond Counsel

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Participants, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Series 2022A-1 Note Participations is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) interest on the Series 2022A-1 Note Participations is not treated as a preference item in calculating the alternative minimum tax under the Code. In rendering its opinion, Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Participants in connection with the Series 2022A-1 Note Participations, and Bond Counsel has assumed compliance by the Participants with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Series 2022A-1 Note Participations from gross income under Section 103 of the Code.

In addition, in the opinion of Bond Counsel to the Participants, under existing statutes, interest on the Series 2022A-1 Note Participations is exempt from personal income taxes imposed by the State of California.

Bond Counsel expresses no opinion as to any other federal, state or local tax consequences arising with respect to the Series 2022A-1 Note Participations, or the ownership or disposition thereof, except as stated above. Bond Counsel renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update, revise or supplement its opinion to reflect any action thereafter taken or not taken, any fact or circumstance that may thereafter come to its attention, any change in law or interpretation thereof that may thereafter occur, or for any other reason. Bond Counsel expresses no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, Bond Counsel expresses no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the Series 2022A-1 Note Participations.

Certain Ongoing Federal Tax Requirements and Covenants

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Series 2022A-1 Note Participations in order that interest on the Series 2022A-1 Note Participations be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Series 2022A-1 Note Participations, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the federal

government. Noncompliance with such requirements may cause interest on the Series 2022A-1 Note Participations to become included in gross income for federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Participants have covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the Series 2022A-1 Note Participations from gross income under Section 103 of the Code.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2022A-1 Note Participations. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner of a Series 2022A-1 Note Participation. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2022A-1 Note Participations.

Prospective owners of the Series 2022A-1 Note Participations should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for federal income tax purposes. Interest on the Series 2022A-1 Note Participations may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Bond Premium

In general, if an owner acquires a note for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the note after the acquisition date (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates), that premium constitutes “bond premium” on that note (a “Premium Note”). In general, under Section 171 of the Code, an owner of a Premium Note must amortize the bond premium over the remaining term of the Premium Note, based on the owner’s yield over the remaining term of the Premium Note determined based on constant yield principles (in certain cases involving a Premium Note callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). An owner of a Premium Note must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner’s regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Note, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owner of a Premium Note may realize a taxable gain upon disposition of the Premium Note even though it is sold or redeemed for an amount less than or equal to the owner’s original acquisition cost. Owners of any Premium Notes should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of Premium Notes.

Information Reporting and Backup Withholding

Information reporting requirements apply to interest paid on tax-exempt obligations, including the Series 2022A-1 Note Participations. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, “Request for Taxpayer Identification Number and

Certification,” or if the recipient is one of a limited class of exempt recipients. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to “backup withholding,” which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a “payor” generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Note through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Series 2022A-1 Note Participations from gross income for federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner’s federal income tax once the required information is furnished to the Internal Revenue Service.

Miscellaneous

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Series 2022A-1 Note Participations under federal or state law or otherwise prevent beneficial owners of the Series 2022A-1 Note Participations from realizing the full current benefit of the tax status of such interest. In addition, such legislation or actions (whether currently proposed, proposed in the future, or enacted) and such decisions could affect the market price or marketability of the Series 2022A-1 Note Participations.

Prospective purchasers of the Series 2022A-1 Note Participations should consult their own tax advisors regarding the foregoing matters.

TAX MATTERS – SERIES 2022A-2 NOTE PARTICIPATIONS

In the opinion of Bond Counsel, interest and OID (as defined below) on the Series 2022A-2 Note Participations (i) is not excludable from gross income for United States federal income tax purposes and (ii) is exempt, under existing statutes, from personal income taxes imposed by the State of California.

The following discussion is a summary of the principal United States federal income tax consequences of the acquisition, ownership and disposition of Series 2022A-2 Note Participations by original purchasers of the Series 2022A-2 Note Participations who are U.S. Holders (as defined below). This summary is based on the Code, Treasury regulations, revenue rulings and court decisions, all as now in effect and all subject to change at any time, possibly with retroactive effect. This summary assumes that the Series 2022A-2 Note Participations will be held as “capital assets” under the Code, and it does not discuss all of the United States federal income tax consequences that may be relevant to a holder in light of its particular circumstances or to holders subject to special rules, such as insurance companies, financial institutions, tax-exempt organizations, dealers in securities or foreign currencies, persons holding the Series 2022A-2 Note Participations as a position in a “hedge” or “straddle” for United States federal income tax purposes, holders whose functional currency (as defined in Section 985 of the Code) is not the United States dollar, holders who acquire Series 2022A-2 Note Participations in the secondary market, or individuals, estates and trusts subject to the tax on unearned income imposed by Section 1411 of the Code. Each prospective purchaser of the Series 2022A-2 Note Participations should consult with its own tax advisor concerning the United States federal income tax and other tax consequences to it of the acquisition, ownership and disposition of the Series 2022A-2 Note Participations as well as any tax consequences that may arise under the laws of any state, local or foreign tax jurisdiction.

As used herein, the term “U.S. Holder” means a beneficial owner of a Series 2022A-2 Note Participation that is for United States federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a United States court and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

U.S. Holders – Interest Income

Interest and OID (as defined below) on the Series 2022A-2 Note Participations are not excludable from gross income for United States federal income tax purposes.

Original Issue Discount

For United States federal income tax purposes, a Series 2022A-2 Note Participation will be treated as issued with original issue discount (in this section, “OID”) if the excess of a Series 2022A-2 Note Participation’s “stated redemption price at maturity” over its “issue price” equals or exceeds a statutorily determined *de minimis* amount. The “issue price” of each Series 2022A-2 Note Participation in a particular issue equals the first price at which a substantial amount of such issue is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The “stated redemption price at maturity” of a Series 2022A-2 Note Participation is the sum of all payments provided by such Series 2022A-2 Note Participation other than “qualified stated interest” payments. The term “qualified stated interest” generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. In general, if the excess of a Series 2022A-2 Note Participation’s stated redemption price at maturity over its issue price is less than .25 percent of the Series 2022A-2 Note Participation’s stated redemption price at maturity multiplied by the number of complete years to its maturity (the “*de minimis* amount”), then such excess, if any, constitutes *de minimis* OID, and the Series 2022A-2 Note Participation is not treated as being issued with OID and all payments of stated interest (including stated interest that would otherwise be characterized as OID) is treated as qualified stated interest, as described below.

Payments of qualified stated interest on a Series 2022A-2 Note Participation are taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received in accordance with the U.S. Holder’s regular method of tax accounting. A U.S. Holder of a Series 2022A-2 Note Participation having a maturity of more than one year from its date of issue generally must include OID in income as ordinary interest as it accrues on a constant-yield method in advance of receipt of the cash payments attributable to such income, regardless of such U.S. Holder’s regular method of tax accounting. The amount of OID included in income by the U.S. Holder of a Series 2022A-2 Note Participation is the sum of the daily portions of OID with respect to such Series 2022A-2 Note Participation for each day during the taxable year (or portion of the taxable year) on which such U.S. Holder held such Series 2022A-2 Note Participation. The daily portion of OID on any Series 2022A-2 Note Participation is determined by allocating to each day in any “accrual period” a ratable portion of the OID allocable to the accrual period. All accrual periods with respect to a Series 2022A-2 Note Participation may be of any length and the accrual periods may vary in length over the term of the Series 2022A-2 Note Participation, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the first or final day of an accrual period. The amount of OID allocable to an accrual period is generally equal to the difference between (i) the product of the Series 2022A-2 Note Participation’s “adjusted issue price” at the beginning of such accrual period and such Series 2022A-2 Note Participation’s yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately

adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The “adjusted issue price” of a Series 2022A-2 Note Participation at the beginning of any accrual period is the issue price of the Series 2022A-2 Note Participation plus the amount of accrued OID includable in income for all prior accrual periods minus the amount of any prior payments on the Series 2022A-2 Note Participation other than qualified stated interest payments. The amount of OID allocable to an initial short accrual period may be computed using any reasonable method if all other accrual periods other than a final short accrual period are of equal length. The amount of OID allocable to the final accrual period is the difference between (i) the amount payable at the maturity of the Series 2022A-2 Note Participation (other than a payment of qualified stated interest) and (ii) the Series 2022A-2 Note Participation’s adjusted issue price as of the beginning of the final accrual period. Under the OID rules, U.S. Holders generally will have to include in income increasingly greater amounts of OID in successive accrual periods.

A U.S. Holder may elect to include in gross income all interest that accrues on a Series 2022A-2 Note Participation using the constant-yield method described above under the heading “Original Issue Discount,” with the modifications described below. For purposes of this election, interest includes, among other things, stated interest, OID and *de minimis* OID, as adjusted by any amortizable bond premium described below in this section under the heading “Bond Premium”. In applying the constant-yield method to a Series 2022A-2 Note Participation with respect to which this election has been made, the issue price of the Series 2022A-2 Note Participation will equal its cost to the electing U.S. Holder, the issue date of the Series 2022A-2 Note Participation will be the date of its acquisition by the electing U.S. Holder, and no payments on the Series 2022A-2 Note Participation will be treated as payments of qualified stated interest. The election will generally apply only to the Series 2022A-2 Note Participation with respect to which it is made and may not be revoked without the consent of the Internal Revenue Service. If this election is made with respect to a Series 2022A-2 Note Participation with amortizable bond premium, then the electing U.S. Holder will be deemed to have elected to apply amortizable bond premium against interest with respect to all debt instruments with amortizable bond premium (other than debt instruments the interest on which is excludable from gross income) held by the electing U.S. Holder as of the beginning of the taxable year in which the Series 2022A-2 Note Participation with respect to which the election is made is acquired or thereafter acquired. The deemed election with respect to amortizable bond premium may not be revoked without the consent of the Internal Revenue Service.

U.S. Holders of any Series 2022A-2 Note Participations issued with OID should consult their own tax advisors with respect to the treatment of OID for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, and disposition of Series 2022A-2 Note Participations.

Bond Premium

In general, if a U.S. Holder acquires a Series 2022A-2 Note Participation for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the Series 2022A-2 Note Participation after the acquisition date (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates), that premium constitutes “bond premium” on that Series 2022A-2 Note Participation (a “Premium 2022A-2 Note Participation”). In general, if a U.S. Holder of a Premium 2022A-2 Note Participation elects to amortize the premium as “amortizable bond premium” over the remaining term of the Premium 2022A-2 Note Participation, determined based on constant yield principles (in certain cases involving a Premium 2022A-2 Note Participation callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the highest yield on such bond), the amortizable premium is treated as an offset to interest income; the U.S. Holder will make a corresponding adjustment to such holder’s basis in the Premium 2022A-2 Note Participation. Any such

election applies to all debt instruments of the U.S. Holder (other than tax-exempt bonds) held at the beginning of the first taxable year to which the election applies and to all such debt instruments thereafter acquired, and is irrevocable without the Internal Revenue Service's consent. A U.S. Holder of a Premium 2022A-2 Note Participation that so elects to amortize bond premium does so by offsetting the qualified stated interest allocable to each interest accrual period under the U.S. Holder's regular method of federal tax accounting against the bond premium allocable to that period. If the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is treated as a bond premium deduction under Section 171(a)(1) of the Code, subject to certain limitations. If a Premium 2022A-2 Note Participation is optionally callable before maturity at a price in excess of its stated redemption price at maturity, special rules may apply with respect to the amortization of bond premium. Under certain circumstances, the U.S. Holder of a Premium 2022A-2 Note Participation may realize a taxable gain upon disposition of the Premium 2022A-2 Note Participation even though it is sold or redeemed for an amount less than or equal to the U.S. Holder's original acquisition cost.

U.S. Holders of any Premium 2022A-2 Note Participations should consult their own tax advisors with respect to the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, and disposition of Premium 2022A-2 Note Participations.

U.S. Holders – Disposition of Series 2022A-2 Note Participations

Except as discussed above, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a Series 2022A-2 Note Participation, a U.S. Holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such U.S. Holder's adjusted tax basis in the Series 2022A-2 Note Participation. A U.S. Holder's adjusted tax basis in a Series 2022A-2 Note Participation generally will equal such U.S. Holder's initial investment in the Series 2022A-2 Note Participation, increased by any OID included in the U.S. Holder's income with respect to the Series 2022A-2 Note Participation and decreased by the amount of any payments, other than qualified stated interest payments, received and bond premium amortized with respect to such Series 2022A-2 Note Participation. Such gain or loss generally will be long-term capital gain or loss if the Series 2022A-2 Note Participation was held for more than one year.

U.S. Holders – Defeasance

U.S. Holders of the Series 2022A-2 Note Participations should be aware that, for federal income tax purposes, the deposit of moneys or securities in escrow in such amount and manner as to cause the Series 2022A-2 Note Participations to be deemed to be no longer outstanding under the Series 2022A-2 Trust Agreement (a "defeasance"), could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, for federal income tax purposes, the character and timing of receipt of payments on the Series 2022A-2 Note Participations subsequent to any such defeasance could also be affected. U.S. Holders of the Series 2022A-2 Note Participations are advised to consult with their own tax advisors regarding the consequences of a defeasance for federal income tax purposes, and for state and local tax purposes.

U.S. Holders – Backup Withholding and Information Reporting

In general, information reporting requirements will apply to non-corporate U.S. Holders with respect to payments of principal, payments of interest, and the accrual of OID on a Series 2022A-2 Note Participation and the proceeds of the sale of a Series 2022A-2 Note Participation before maturity within the United States. Backup withholding will apply to such payments and to payments of OID unless the U.S. Holder (i) is a corporation or other exempt recipient and, when required, demonstrates that fact, or (ii) provides a correct taxpayer identification number, certifies under penalties of perjury, when required, that such U.S. Holder is not subject to backup withholding and has not been notified by the Internal Revenue Service that it has failed to report all interest and dividends required to be shown on its United States federal income tax returns.

Any amounts withheld under the backup withholding rules from a payment to a beneficial owner, and which constitutes over-withholding, would be allowed as a refund or a credit against such beneficial owner's United States federal income tax provided the required information is furnished to the Internal Revenue Service.

Miscellaneous

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, could affect the market price or marketability of the Series 2022A-2 Note Participations.

Prospective purchasers of the Series 2022A-2 Note Participations should consult their own tax advisors regarding the foregoing matters.

LITIGATION

There is no litigation now pending or to the knowledge of the respective Participants threatened (1) to restrain or enjoin the issuance or sale of the Notes or the execution and delivery of the Note Participations; (2) questioning or affecting the validity of the Notes or the Note Participations or the Note Resolutions; or (3) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution or delivery of the Notes or the Note Participations.

RATING

S&P has rated the Note Participations “___”. The rating reflects only the views of the rating agency and any explanation of the significance of such rating and any ratings on any of the Participants' outstanding obligations may be obtained only from such rating agency as follows: S&P Global Ratings, Public Finance Department, 55 Water Street, New York, New York 10041. There is no assurance that the rating will remain in effect for any given period of time or that it will not be revised downward or withdrawn entirely by such rating agency, if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of a rating may have an adverse effect on the trading value and the market price of the Note Participations. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

LEGAL MATTERS

Legal matters incident to the delivery of the Note Participations are subject to the approving opinions of Hawkins Delafield & Wood LLP, Los Angeles, California, Bond Counsel. The proposed forms

of opinions of Bond Counsel are contained in APPENDIX D. As Bond Counsel, Hawkins Delafield & Wood LLP undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the County by Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel to the County, and for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California.

UNDERWRITING

The Note Participations are being purchased by the underwriters set forth on the cover page of this Official Statement (the “Underwriters”). Pursuant to the Purchase Contract for the Note Participations, the Underwriters have agreed, subject to certain conditions, to purchase the Series 2022A-1 Note Participations at a price of \$_____ (consisting of the \$_____ aggregate principal amount of the Series 2022A-1 Note Participations, plus an original issue premium of \$_____, less \$_____ of Underwriters’ discount) and the Series 2022A-2 Note Participations at a price of \$_____ (consisting of the \$_____ aggregate principal amount of the Series 2022A-2 Note Participations, less \$_____ of Underwriters’ discount). The Purchase Contract provides that the Underwriters will purchase all the Note Participations if any are purchased. The Note Participations may be offered and sold by the Underwriters to certain dealers and others at prices lower than such public offering price, and such public offering price may be changed, from time to time, by the Underwriters.

The following paragraphs have been provided by the Underwriters.

J.P. Morgan Securities LLC (“JPMS”), one of the Underwriters of the Note Participations, has entered into negotiated dealer agreements (each, a “Dealer Agreement”) with each of Charles Schwab & Co., Inc. (“CS&Co.”) and LPL Financial LLC (“LPL”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase the Note Participations from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Note Participations that such firm sells.

Citigroup Global Markets Inc., one of the Underwriters of the Note Participations, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, “Fidelity”). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts.

MUNICIPAL ADVISOR

Government Financial Strategies inc., Sacramento, California, serves as the Municipal Advisor to the Participants in connection with the execution and delivery of the Note Participations. The Municipal Advisor to the Participants has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

CONTINUING DISCLOSURE

Pursuant to the respective Trust Agreement and in compliance with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “Rule”), each Participant has agreed to give, or cause to be given, through the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (“EMMA”), notice of the occurrence of any of the following Listed Events with respect to its Note and the Note Participations not later than ten (10) business days after the occurrence of the event: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB), other material notices or determinations by the Internal Revenue Service with respect to the tax status of its Note and the Note Participations, or other material events affecting the tax status of its Note and the Note Participations; (7) modifications to rights of Note Participation holders, if material; tender offers; (8) optional, unscheduled or contingent Note Participation calls; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Note Participation, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of such Participant; (13) the consummation of a merger, consolidation, or acquisition involving such Participant or the sale of all or substantially all of the assets of such Participant, 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, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a Financial Obligation (as defined in the Rule) of such Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of such Participant, any of which affect Note Participation holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of such Participant, any of which reflect financial difficulties.

The undertakings described above and set forth in the Trust Agreement may be amended and any provision of such undertakings may be waived, *provided* the following conditions are satisfied: (a) if the amendment or waiver relates to events described in the preceding paragraph, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of any of the Participants or type of business conducted thereby; (b) the undertakings, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Participants and the Trustee, have complied with the requirements of the Rule at the time of the primary offering of the Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (c) the proposed amendment or waiver either (i) is approved by the Owners in the manner provided in the Trust Agreement for amendments thereto with the consent of Owners, or (ii) does not, in the opinion of the nationally recognized bond counsel or counsel expert in federal securities laws addressed to the Participants and the Trustee, materially impair the interests of Owners or beneficial owners of the Note Participations; and (d) the applicable Participant shall have delivered copies of such opinions and amendment to EMMA.

The Participants’ obligations under the Trust Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Notes and the Note Participations. The undertakings in the Trust Agreement relating to continuing disclosure shall inure solely to the benefit of the Participants, the Trustee, the Dissemination Agent, the Underwriters and the Owners and beneficial owners, from time to time of the Note Participations, and shall create no rights in any other person or entity.

These covenants have been made in order to assist the Underwriters in complying with the Rule. The Participants have complied in all material respects in the last five years with each of their respective previous undertakings with regard to the Rule to provide annual reports or notices of material events, except as otherwise indicated in Appendix A attached hereto. See APPENDIX A – “STATISTICAL AND FINANCIAL INFORMATION REGARDING THE PARTICIPANTS – Continuing Disclosure” attached hereto.

Copies of the Participants’ Annual Reports and notices of material events and other matters are filed on the Municipal Securities Rulemaking Board’s EMMA system. The information presented there is not incorporated by reference in this Official Statement and should not be relied upon in making an investment decision with respect to the Note Participations.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the Participants and the purchasers or Owners of any of the Note Participations. This Official Statement speaks only as of its date, and the information contained herein is subject to change. The Participants have not entered into any contractual arrangement to provide information on a continuing basis to investors or any other party. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. 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, create any implication that there has been no change in affairs in the Participants since the date hereof. The delivery of this Official Statement has been duly authorized by the Participants.

APPENDIX A

INFORMATION REGARDING THE PARTICIPANTS

APPENDIX B

2022-23 CASH FLOW PROJECTIONS OF THE PARTICIPANTS

APPENDIX C

SCHEDULE OF PLEDGED REVENUE DEPOSITS

APPENDIX D

FORMS OF BOND COUNSEL APPROVING OPINIONS

Upon delivery of the Series 2022A-1 Note Participations, Hawkins Delafield & Wood LLP, Bond Counsel to the County of San Diego, on behalf of various school districts, proposes to issue its approving opinion in substantially the following form:

Participants identified
in the Series 2022A-1 Trust Agreement

Ladies and Gentlemen:

We have acted as Bond Counsel to the County of San Diego (the “County”), on behalf of various school districts (the “Participants”), in connection with the execution and delivery of \$_____ aggregate principal amount of the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022A-1 (Tax-Exempt) (the “Series 2022A-1 Note Participations”), evidencing and representing proportionate and undivided interests in (i) the tax and revenue anticipation notes (the “Notes”) issued by the County on behalf of the Participants identified in the Series 2022A-1 Trust Agreement (as hereinafter defined) and (ii) the debt service payments on the Notes to be made by the Participants. The Series 2022A-1 Note Participations are issued pursuant to a Trust Agreement, dated as of [Dated Date], among Wilmington Trust, National Association (the “Trustee”), the County and the Participants (the “Series 2022A-1 Trust Agreement”). The Note is issued pursuant to and by authority of a resolution of each respective Participants (collectively, the “Resolutions”) under and by authority of Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, and designated the respective Participant’s “2022-23 Tax and Revenue Anticipation Note.”

In our capacity as Bond Counsel, we have examined certain estimates, expectations and assumptions made by or on behalf of the Participants, originals, or copies identified to our satisfaction as being true copies, of such records and proceedings of the County and the Participants, certificates of officials of the Participants and others, including a certificate of each Participant relating to certain federal income tax matters (each, a “District Certificate”), and such other documents, records and matters of law as we have deemed necessary for the purpose of rendering the opinions expressed below.

Certain agreements, requirements and procedures contained or referred to in the Series 2022A-1 Trust Agreement, the District Certificates and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any Note Participation or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof we are of the following opinions:

1. Each Note constitutes the valid and binding obligation of the respective Participant. The principal of and interest on each Note are payable from the Pledged Revenues (as that term is defined in the respective Resolution) of such Participant and, to the extent not so paid, are payable from any other moneys of such Participant lawfully available therefor.

2. The Resolutions have been duly adopted by the Participants and each constitutes a valid and binding obligation of the respective Participant.

3. The Series 2022A-1 Trust Agreement has been duly executed and delivered by, and constitutes the valid and binding obligations of, the Participants.

4. The Series 2022A-1 Note Participations, upon execution and delivery thereof by the Trustee, are entitled to the benefits of the Series 2022A-1 Trust Agreement.

5. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (a) interest on the Series 2022A-1 Note Participations is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and (b) interest on the Series 2022A-1 Note Participations is not treated as a preference item in calculating the alternative minimum tax under the Code.

The Code establishes certain requirements that must be met subsequent to the issuance and delivery of the Series 2022A-1 Note Participations in order that, for federal income tax purposes, interest on the Series 2022A-1 Note Participations be not included in gross income pursuant to Section 103 of the Code. These requirements include, but are not limited to, requirements relating to the use and expenditure of Note Participation proceeds, restrictions on the investment of Note Participation proceeds prior to expenditure and the requirement that certain earnings be rebated to the federal government. Noncompliance with such requirements may cause interest on the Series 2022A-1 Note Participations to become subject to federal income taxation retroactive to their date of issuance, irrespective of the date on which such noncompliance occurs or is ascertained.

In rendering the opinion in this paragraph 5, we have relied upon and assumed (a) the material accuracy of the representations, statements of intention and reasonable expectation, and certifications of fact contained in the District Certificates with respect to matters affecting the status of interest paid on the Series 2022A-1 Note Participations, and (b) compliance by the Participants with the procedures and covenants set forth in the respective District Certificates as to such tax matters.

6. Under existing statutes, interest on the Series 2022A-1 Note Participations is exempt from State of California personal income taxes.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Series 2022A-1 Note Participations or the ownership or disposition thereof, except as stated in paragraphs 5 and 6 above. We render this opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, any fact or circumstance that may hereafter come to our attention, any change in law or interpretation thereof that may hereafter occur, or for any other reason. We express no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, we express no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the Series 2022A-1 Note Participations.

We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Series 2022A-1 Note Participations and express herein no opinion relating thereto.

This opinion is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, or any facts or circumstances, or any changes in law or in interpretations thereof, that may hereafter arise or occur, or for any other reason.

The foregoing opinions are qualified to the extent that the enforceability of the Series 2022A-1 Note Participations, the Resolutions and the District Certificates may be limited by bankruptcy, moratorium,

insolvency or other laws affecting creditors' rights or remedies and are subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law), and to the limitations on legal remedies against governmental entities in the State of California (including, but not limited to, rights of indemnification).

Very truly yours,

Upon delivery of the Series 2022A-2 Note Participations, Hawkins Delafield & Wood LLP, Bond Counsel to the County of San Diego, on behalf of various school districts, proposes to issue its approving opinion in substantially the following form:

Participants identified
in the Series 2022A-2 Trust Agreement

Ladies and Gentlemen:

We have acted as Bond Counsel to the County of San Diego (the “County”), on behalf of various school districts (the “Participants”), in connection with the execution and delivery of \$_____ aggregate principal amount of the County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2022A-2 (Taxable) (the “Series 2022A-2 Note Participations”), evidencing and representing proportionate and undivided interests in (i) the tax and revenue anticipation notes (the “Notes”) issued by the County on behalf of various school districts identified in the Series 2022A-2 Trust Agreement (as hereinafter defined) and (ii) the debt service payments on the Notes to be made by the Participants. The Series 2022A-2 Note Participations are issued pursuant to a Trust Agreement, dated as of [Dated Date], among Wilmington Trust, National Association (the “Trustee”), the County and the Participants (the “Series 2022A-2 Trust Agreement”). Each Note is issued pursuant to and by authority of a resolution of each respective Participant (collectively, the “Resolutions”) under and by authority of Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, and designated the respective Participant’s “2022-23 Tax and Revenue Anticipation Note.”

In our capacity as Bond Counsel, we have examined certain estimates, expectations and assumptions made by or on behalf of the Participants, originals, or copies identified to our satisfaction as being true copies, of such records and proceedings of the County and the Participants, certificates of officials of the Participants (each a “District Certificate”) and others, and such other documents, records and matters of law as we have deemed necessary for the purpose of rendering the opinions expressed below.

Certain agreements, requirements and procedures contained or referred to in the Series 2022A-2 Trust Agreement, the District Certificates and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any Note Participation or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof we are of the following opinions:

1. Each Note constitutes the valid and binding obligation of the respective Participant. The principal of and interest on each Note are payable from the Pledged Revenues (as that term is defined in the respective Resolution) of such Participant and, to the extent not so paid, are payable from any other moneys of such Participant lawfully available therefor.

2. The Resolutions have been duly adopted by the Participants and each constitutes a valid and binding obligation of the respective Participant.

3. The Series 2022A-2 Trust Agreement has been duly executed and delivered by, and constitutes the valid and binding obligations of, the Participants.

4. The Series 2022A-2 Note Participations, upon execution and delivery thereof by the Trustee, are entitled to the benefits of the Series 2022A-2 Trust Agreement.

5. Interest on the Series 2022A-2 Note Participations is (i) not excludable from gross income for federal income tax purposes and (ii) is exempt, under existing statutes, from personal income taxes imposed by the State of California.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Series 2022A-2 Note Participations or the ownership or disposition thereof, except as stated in paragraph 5 above. We render this opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, any fact or circumstance that may hereafter come to our attention, any change in law or interpretation thereof that may hereafter occur, or for any other reason. We express no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence.

We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Series 2022A-2 Note Participations and express herein no opinion relating thereto.

This opinion is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, or any facts or circumstances, or any changes in law or in interpretations thereof, that may hereafter arise or occur, or for any other reason.

The foregoing opinions are qualified to the extent that the enforceability of the Series 2022A-2 Note Participations, the Resolutions and the District Certificates may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies and are subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law), and to the limitations on legal remedies against governmental entities in the State of California (including, but not limited to, rights of indemnification).

Very truly yours,

APPENDIX E

PARTICIPANT NOTE AMOUNTS AND COVERAGE ANALYSIS

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Dr. David Farkas, Ed.D.,
Assistant Superintendent of
Educational Leadership,
Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: RECONFIGURATION TO RELOCATE 6TH GRADE FROM OCEAN VIEW HILLS ELEMENTARY TO VISTA DEL MAR MIDDLE

BACKGROUND INFORMATION:

The District is proposing the reconfiguration of Vista Del Mar and Ocean View Hills schools in an effort to better match the student populations to the classroom capacity of the schools. Ocean View Hills is currently at capacity with over 1000 students and it is anticipated that the number of students served by these two schools will continue to grow as new housing development in the community continues. Located just one block from Ocean View Hills, Vista Del Mar Middle School is at just 69% capacity. The proposal is to move the current fifth grade students at OVH to sixth grade at Vista Del Mar in the coming school year, creating a 6-7-8 grade middle school.

Planning & Timeline

Feb 2022 - April 2022	Meetings and Forums at OVHS and VDM
April 14, 2022	Board Presentation & Public Hearing
May 2022	Student Visits Orientation & Campus Tour
May 19, 2022	Take action
May 2022 - July 2022	Prepare Classrooms and Facilities
July 2022	Parent & Student Orientations

RECOMMENDATION:

Approve the reconfiguration to relocate 6th grade from Ocean View Hills Elementary to Vista Del Mar Middle beginning the 2022-2023 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

TBD

(Amount)

GO Bond Funds

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

School Reconfiguration Written Report

Availability of qualified teachers

At Ocean View Hills and Vista Del Mar all teachers are fully qualified and credentialed for the subjects that they teach. There are no misassignments including those teachers of English learners. The teachers assigned to the sixth grade classes at Vista Del Mar will be drawn from this group of qualified teachers.

Site Development and Facility Capacity

Currently less than 75% of the capacity of Vista Del Mar Middle School is being used. The school can absorb the five classrooms of sixth graders in the coming years and still be comfortably under capacity. Additionally, a new two-story wing is planned for the site. This construction will be paid for with Measure T and/or Measure U Bond dollars. Ocean View Hills Elementary, currently at 98% capacity will in this first year see some mitigating to continued population growth in Otay Mesa.

Strategies to meet high standards of Student Achievement

All curriculum and instructional improvement activities at San Ysidro School District are aligned to the California Common Core State Standards and frameworks. The district professional-development program provides opportunities for teachers and support staff to implement the district's core curriculum for all students, update subject-area expertise, use data to plan instructional improvement strategies and acquire new instructional strategies for use in the classroom. Additionally, teachers and support staff have the opportunity to participate in conferences, districtwide professional development throughout the year focusing on Common Core State Standards implementation and specific training to support English language learners and students with special needs.

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Equity Administration Academy and Pupil Services Academy Social-Emotional Learning Curriculum Training, Homeless Conference, AVID Institutes, Google Suite Training, etc.

Parent Support

A Community Forum was scheduled for March 16 to share the proposal to expand Vista Del Mar to include sixth graders. The Forum was designed to gather parent and community input on the reconfiguration of the school. Additionally, a public hearing will be scheduled on the evening of the April 14 Board Presentation and Action request to proceed with the proposed changes. Following any decision made by the Board, affected parents will be notified in writing and a staff member will be identified who may be contacted by parents for additional information.

At Vista Del Mar Middle School, parents have the opportunity to participate on the School Site Council and English Language Advisory Committee, Coffee with the Principal, and various parent workshops such as Parent Institute of Quality Education (PIQE).

Traffic Flow in and around school

The two school sites, Ocean View Hills and Vista Del Mar, are adjacent to the Cesar Solis Community Park, with OVH on the east and VDM on the west. The schools are on the 4800 and 4900 blocks of Del Sol Boulevard in San Diego. The student day at Vista Del Mar Middle School begins at 7:45; the student day at Ocean View Hills begins at 8:15. The different start times for the two schools to some extent helps manage the traffic flow in both the morning and the afternoon. Nonetheless, traffic is still heaviest at Ocean View Hills because the school is at capacity with over 1000 students. Moving the sixth grade classes to the middle school will not only reduce student numbers at the elementary school but should help reduce the associated drivers as well.

Transportation costs and feasibility

Any current fifth grader currently receiving transportation services to Ocean View Hills will continue to receive transportation to the adjacent Vista Del Mar Middle School. There would be no additional cost associated with existing transportation.

Comprehensive safety issues

The district developed a Comprehensive School Safety Plan in order to comply with Senate Bill 187 of 1997. The plan provides students and staff means to ensure a safe and orderly learning environment. Key elements of the Comprehensive School Safety Plan include child-abuse reporting procedures, teacher notification of dangerous-pupils procedures, disaster-response procedures, procedures for safe entering to and exiting from school, sexual harassment policy, suspension and expulsion policies, dress code, and discipline policies. Vista Del Mar Middle School has monthly fire drills, earthquake drills and lockdown drills. We have a team that is going through a series of trainings to make sure they are prepared for any situation that might come our way. School staff, campus aides, and campus security are on duty before, during and after school. The district office has provided us with clear instructions on suspension and expulsion policies. The school safety plan was last reviewed, updated and discussed with the school faculty in February 2021.

Structural and programmatic separation of older and younger students as appropriate

The sixth grade students will have their classrooms in a sixth grade cluster with a separate gate. The students will use designated bathrooms adjacent to the lunch area. The sixth grade students will also have separate lunch and recess rather than joining the seventh and eighth graders. Like other sixth graders throughout the District, they will be using the same grading periods and single teacher self-contained classroom model, with a maximum teacher student ratio of 1:28.

The sixth grade students will also have start and end times that are different from the existing middle school start and end times.

Projected changes in school size

Vista Del Mar currently has 240 eighth graders on the roster which includes SDC. This number also includes 32 Virtual Learners. Therefore, there are 208 eighth graders who will be leaving campus for high school. The current seventh grade at VDM is 167. Next year's eighth grade, therefore, could have 41 fewer students than this year's group. There are currently 107 sixth graders at OVH who will be promoted to seventh grade. There are 122 fifth graders moving up to sixth grade. If the current VDM and OVH students all remain in the district there will be 396 students at VDM even after the reconfiguration. The District will need to consider further enrollment this spring as well as the number of potential intra-district transfers to be allowed.

Projected numbers of students impacted if the plan is adopted

There are currently 122 fifth grade students at Ocean View Hills. These students will become next year's sixth grade students. Therefore, these 122 students will be impacted by the change in location of the sixth grade classrooms.

Projected costs

Costs remain minimal with funds from GO Bonds utilized to install age appropriate playground equipment.

Whether there is a proposal to change the school name

The District will not be changing the name of either of the schools connected to this proposal.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0038

BACKGROUND INFORMATION:

California Education Code section 44954(b) provides that the Governing Board of the San Ysidro School District may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year.

This resolution identifies temporary certificated employees intended for release pursuant to Education Code section 44954(b). These individual employees will be noticed of the decision to release and non-reelect for the 2022-2023 school year.

RECOMMENDATION:

Adopt Resolution No. 21/22-0038 authorizing the District to notice individual, temporary employees of the district's intent to release at the close of the 2021-2022 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?			Requisition #
☐ Yes ☒ No	☐ Yes ☐ No			
N/A		--		
(Amount)		(Name of funding source and/or location)		
Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No				

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION 21/22-0038
RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES**

WHEREAS, Sections 44909, 44917, 44918, 44919, 44920, 44921, and 44986 of the Education Code permit the Governing Board to classify certain certificated employees as “temporary;” and,

WHEREAS, the Governing Board has, in fact, employed temporary certificated employees pursuant to Sections 44909, 44917, 44918, 44919, 44920, 44921, and/or 44986 of the Education Code; and,

WHEREAS, time served as a temporary certificated employee is not credited toward the attainment of permanent status unless the temporary certificated employee serves more than seventy-five percent (75%) of school days and is subsequently appointed to a vacant probationary position; and,

WHEREAS, there is no relative seniority between temporary certificated employees; and,

WHEREAS, Section 44954 of the Education Code permits the Governing Board to release temporary certificated employees from employment, with limited restrictions; and,

WHEREAS, with respect to probationary and permanent certificated employees, Sections 44949 and 44955 of the Education Code require action by the Governing Board in order to reduce or eliminate services and permit the layoff of certificated employees; and,

WHEREAS, temporary certificated employees are not entitled to the due process rights contained in Sections 44949 and 44955; and,

WHEREAS, the Superintendent of the San Ysidro School District has recommended to the Governing Board that particular kinds of services be reduced or eliminated no later than the end of the 2021-22 school year; and,

WHEREAS, the Governing Board has determined that a reduction or elimination of particular kinds of services is needed no later than the last contracted day of the 2021-2022 school year, and,

WHEREAS, the Superintendent has indicated that the reduction in particular kinds of services is related to the loss or potential loss of revenue limit funding and of certain categorical or specially-funded programs, the possibility of probationary and permanent employees returning from leaves of absence, and other considerations that relate directly to the justifications for employment of temporary certificated employees; and,

WHEREAS, temporary certificated employees must be released from their temporary assignments in order to effectuate this reduction in particular kinds of services.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the San Ysidro School District:

1. That all of the foregoing recitals are true and correct.
2. That the employees listed below shall be released from their temporary positions no later than the last contracted day of the 2021-22 school year.

ID# of Employees being released

ID#
546603

3. That the Superintendent or his designated representative will send appropriate notices to all temporary certificated employees listed above notifying them that the Governing Board has determined to release them from employment pursuant to Section 44954 of the Education Code.

ADOPTED by the Governing Board of San Ysidro School District this 19th day of May, 2022.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

President

Clerk

Member

Member

Member

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION 21/22-0038
RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES

EXHIBIT “A”

Particular Kinds of Service	Full Time Equivalent
Temporary services as follows:	
Short Term Staffing Permit	1
Total FTEs	1

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 REVISED CLASSIFIED EMPLOYEE 11 MONTH WORK
CALENDAR

BACKGROUND INFORMATION:

In order to ensure the observance of Juneteenth in future years and, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and July 18, 2021, providing certain specified CSEA unit members with a compensating time off in 2022. The San Ysidro School District recommends the adoption of the attached revised Classified Employee 11 Month Work Calendar for the 2021-2022 school year.

RECOMMENDATION:

Approve/Ratify the revised 2021-2022 Classified Employee 11 Month Work Calendar in observance of Juneteenth.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

--

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(Amount)

--

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

04/15/2021
Board Approved
Revised &
Board Approved

239 Work Year

**Vacation Days with
Approval**

11 Months					Work Days	220
					Holidays	19
1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs	Mandatory Vacation Days	0
13	15	16	18	19	Non-Work Days	22

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays

July, 2021

5	6	7	8	9						7/5 - In lieu of Independence Day - Legal Holiday
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	5	17	1	0	4	

August, 2021

2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				22	22	0	0	0	

September, 2021

6	7	8	9	10						9/6 - Labor Day - Legal Holiday
13	14	15	16	17						
20	21	22	23	24						9/20 - 10/1 Student Fall Break
27	28	29	30		12	16	1	0	5	

October, 2021

4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	21	0	0	0	

November, 2021

1	2	3	4	5						
8	9	10	11	12						11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19						11/24 - Admission Day - Legal Holiday
22	23	24	25	26						11/25 - Thanksgiving - Legal Holiday
29	30				16	16	4	0	2	11/26 - Thanksgiving - Local Holiday

December, 2021

6	7	8	9	10						12/20 - 1/10 Student Winter Break
13	14	15	16	17						12/23 - In lieu of Christmas Day - Legal Holiday
20	21	22	23	24						12/24 - Christmas Eve - Legal Holiday
27	28	29	30	31	13	13	4	0	6	12/30 - CSEA Floating Holiday
										12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays

January, 2022

3	4	5	6	7						1/3 - In lieu of New Year's Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28						
31					14	19	2	0	0	

February, 2022

1	2	3	4							
7	8	9	10	11						
14	15	16	17	18						2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25						2/21 - G. Washington - Legal Holiday
28					18	18	2	0	0	

March, 2022

1	2	3	4							
7	8	9	10	11						
14	15	16	17	18						3/21 - 4/4 Student Spring Break
21	22	23	24	25						3/30 - Spring Holiday
28	29	30	31		14	20	2	0	1	3/31 - Cesar Chavez - Local Holiday

April, 2022

4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	19	20	0	0	1	

May, 2022

2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				21	21	1	0	0	5/30 - Memorial Day - Legal Holiday

June, 2022

6	7	8	9	10						
13	14	15	16	17						6/17 - In lieu of Juneteenth 2021 - Legal Holiday
20	21	22	23	24						6/20 - Juneteenth - Legal Holiday
27	28	29	30		6	17	2	0	3	

Administrative Clerk I
Administrative Clerk II
Administrative Secretary I
Instructional Media Resource Aide
School Administrative Assistant

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2021-2022 REVISED CLASSIFIED EMPLOYEE 12 MONTH WORK
CALENDAR

BACKGROUND INFORMATION:

In order to ensure the observance of Juneteenth in future years and, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and July 18, 2021, providing certain specified CSEA unit members with a compensating time off in 2022. The San Ysidro School District recommends the adoption of the attached revised Classified Employee 12 Month Work Calendar for the 2021-2022 school year.

RECOMMENDATION:

Approve/Ratify the revised 2021-2022 Classified Employee 12 Month Work Calendar in observance of Juneteenth.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

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(Amount)

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(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

12 Months

Work Days	241
Holidays	19
Mandatory Vacation Days	0
Non-Work Days	1

**Vacation Days
with Approval**

1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
14	16	17	19	20

04/15/2021
Board Approved
Revised
& Board Approved

260 Work Year

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2021										
			1	2						7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	5	21	1	0	0	
August, 2021										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				22	22	0	0	0	
September, 2021										
	1	2	3							
6	7	8	9	10						9/6 - Labor Day - Legal Holiday
13	14	15	16	17						
20	21	22	23	24						9/20 - 10/1 Student Fall Break
27	28	29	30		12	21	1	0	0	
October, 2021										
		1								
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	21	0	0	0	
November, 2021										
1	2	3	4	5						
8	9	10	11	12						11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19						11/24 - Admission Day - Legal Holiday
22	23	24	25	26						11/25 - Thanksgiving - Legal Holiday
29	30				16	18	4	0	0	11/26 - Thanksgiving - Local Holiday
December, 2021										
	1	2	3							12/20 - 1/10 Student Winter Break
6	7	8	9	10						12/23 - In lieu of Christmas Day - Legal Holiday
13	14	15	16	17						12/24 - Christmas Eve - Legal Holiday
20	21	22	23	24						12/30 - CSEA Floating Holiday
27	28	29	30	31	13	19	4	0	0	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2022										
3	4	5	6	7						1/3 - In lieu of New Year's Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28						
31					14	19	2	0	0	
February, 2022										
	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25						2/21 - G. Washington - Legal Holiday
28					18	18	2	0	0	
March, 2022										
	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						3/21 - 4/4 Student Spring Break
21	22	23	24	25						3/30 - Spring Holiday
28	29	30	31		14	21	2	0	0	3/31 - Cesar Chavez - Local Holiday
April, 2022										
			1							
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	19	20	0	0	1	
May, 2022										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				21	21	1	0	0	5/30 - Memorial Day - Legal Holiday
June, 2022										
	1	2	3							
6	7	8	9	10						
13	14	15	16	17						6/17 - In lieu of Juneteenth 2021 - Legal Holiday
20	21	22	23	24						6/20 - Juneteenth - Legal Holiday
27	28	29	30		6	20	2	0	0	

Accounting Technician II
Accounting Technician III
Administrative Secretary II
Administrative Secretary III
Buyer
Custodian
Data Support Specialist
Delivery Person
Gardener
Information Computer Specialist
Information Systems Analyst
Lead Custodian
Lead Gardener

Lead Maintenance
Maintenance / Electrical Person
Maintenance / HVAC
Maintenance / Locksmith
Maintenance / Painter
Maintenance / Plumber
Maintenance Person
Mechanic
Publication Technician
Senior Payroll & Benefits Accountant
Special Education Technician
Transportation Operations Technician
Warehouse Distribution Associate

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: 2022-2023 REVISED PRINCIPAL/ASSISTANT PRINCIPAL WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2022-2023 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached revised Principal/Assistant Principal Work Calendar for the 2022-2023 school year.

RECOMMENDATION:

Approve the revised 2022-2023 Principal/Assistant Principal Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes ☐ No

Requisition #

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N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2022-2023

SAN YSIDRO SCHOOL DISTRICT
Principals/Assistant Principals
207 work year

Board Approved: 4/14/2022

Revised & Board Approved

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2022									
				1					7/4 - In lieu of Independence Day - Legal Holiday
4	5	6	7	8					
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	5	15	1	5	7/25 - First Day for Students
August, 2022									
1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			23	23	0	0	
September, 2022									
	1	2							
5	6	7	8	9					9/5 - Labor Day - Legal Holiday
12	13	14	15	16					
19	20	21	22	23					9/19 - 9/30 Fall Break
26	27	28	29	30	11	11	1	10	
October, 2022									
3	4	5	6	7					10/4 - Students Return
10	11	12	13	14					10/7 - Progress Report #1 (middle)
17	18	19	20	21					10/17 - 10/21 Preschool Parent Conferences
24	25	26	27	28					
31					20	21	0	0	
November, 2022									
	1	2	3	4					11/4 - End of first trimester (63 days - elementary)
7	8	9	10	11					11/11 - Veteran's Day - Legal Holiday
14	15	16	17	18					11/14 - 11/18 Parent Conferences (elementary)
21	22	23	24	25					11/24 - 11/25 Thanksgiving - Legal and Local Holidays
28	29	30			16	16	3	3	
December, 2022									
	1	2							12/16 - End of first semester (87 days - middle)
5	6	7	8	9					12/19 - 1/6 Winter Break
12	13	14	15	16					12/23 - In lieu of Christmas Eve - Legal Holiday
19	20	21	22	23					12/26 - In lieu of Christmas Day - Legal Holiday
26	27	28	29	30	12	12	3	7	12/30 - New Year's Eve - Legal Holiday
					87	98	8	25	

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2023									
2	3	4	5	6					1/2 - In lieu of New Year's Day - Legal Holiday
9	10	11	12	13					1/10 - Students Return
16	17	18	19	20					1/16 - Martin Luther King Jr. - Legal Holiday
23	24	25	26	27					
30	31				15	16	2	4	
February, 2023									
		1	2	3					
6	7	8	9	10					
13	14	15	16	17					2/17 - A. Lincoln - Legal Holiday
20	21	22	23	24					2/20 - G. Washington - Legal Holiday
27	28				18	18	2	0	
March, 2023									
	1	2	3	4					3/3 - End of second trimester (60 days - elementary)
6	7	8	9	10					3/10 - Progress Report #2 (middle)
13	14	15	16	17					3/13 - 3/17 Parent Conferences (elementary & middle)
20	21	22	23	24					3/20 - 3/31 Spring Break
27	28	29	30	31	13	13	2	8	3/30 - 3/31 - Spring & Cesar Chavez Holidays
April, 2023									
3	4	5	6	7					4/3 - Students Return
10	11	12	13	14					
17	18	19	20	21					4/17 - 4/21 Preschool Parent Conferences
24	25	26	27	28					
					20	20	0	0	
May, 2023									
1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			22	22	1	0	5/29 - Memorial Day - Legal Holiday
June, 2023									
	1	2							6/7 - Last Day for Students
5	6	7	8	9					6/7 - End of third trimester (57 days - elementary)
12	13	14	15	16					6/7 - End of second semester (93 days - middle)
19	20	21	22	23					
26	27	28	29	30	5	14	1	7	6/19 - Juneteenth - Legal Holiday
					93	103	8	19	

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SAN YSIDRO CHAPTER #154 REGARDING JUNETEENTH

BACKGROUND INFORMATION:

Approve the Memorandum of Understanding between the San Ysidro School District and the California School Employees Association in which District and CSEA have a mutual interest in ensuring observation of Juneteenth in future years and, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and July 18, 2021, providing certain specified CSEA unit members with a compensating time off in 2022.

RECOMMENDATION:

Approve the Memorandum of Understanding between San Ysidro School District and the California School Employees Association regarding Juneteenth.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

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(Amount)

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(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN YSIDRO SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SAN YSIDRO CHAPTER #154**

The San Ysidro School District ("District") and the California School Employees Association ("CSEA") hereby enter into this Memorandum of Understanding ("MOU") regarding Juneteenth.

RECITALS

WHEREAS, on June 17, 2021, President Biden signed into law the Juneteenth National Independence Day Act, Public Law No. 117-17 (2021), designating June 19th as a legal public holiday.

WHEREAS, June 19, 2021, fell on a Saturday and CSEA members generally observe holidays that fall on Saturdays on the Friday prior to the Saturday pursuant to California Education Code section 45203.

WHEREAS, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and June 18, 2021, certain CSEA bargaining unit members worked on June 18, 2021, and did not have an opportunity to observe that day as Juneteenth, or qualified for the holiday, but did not receive it as a paid holiday.

WHEREAS, the District and CSEA have a mutual interest in ensuring observation of Juneteenth in future years and, given the brief period between President Biden's signing of the Juneteenth National Independence Day Act and July 18, 2021, providing certain specified CSEA unit members with a compensating time off in 2022.

NOW THEREFORE, in consideration of their mutual promises, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true.
2. Juneteenth. The District and CSEA recognize June 19th as Juneteenth and a paid holiday under California Education Code section 45203. Juneteenth shall be observed on June 19th unless that holiday falls on a Saturday or Sunday. If Juneteenth falls on a Saturday or Sunday, it will be recognized on the Friday before, or Monday after, in accordance with section 45203.
3. June 19, 2021. All CSEA unit members who worked on June 18, 2021, or qualified to receive June 18, 2021, as a paid holiday because they were in paid status on any portion of June 17 or 21, 2021, shall receive June 17, 2022, as a compensating day off. This compensating day off is in addition to, and not in place of June 20, 2022, which shall be observed as Juneteenth on 2022.

4. Waiver and Release. With the exception of actions to enforce this MOU, CSEA, on behalf of itself and its members, waives any and all claims, causes of action, grievances, and actions of every kind and nature related to Juneteenth, 2021.
5. No Admission of Liability. This Agreement is entered into by the Parties for the purpose of compromising and settling any potential dispute. It does not constitute, nor shall it be construed as, an admission of liability by any party for any purpose.
6. Past Practice. This MOU is not precedent setting and establishes no past practice. With the exception of the changes described herein, all terms of the collective bargaining agreement and currently effective memoranda of understanding remain in full force and effect.
7. Completed Negotiations. The District and CSEA have completed negotiations concerning the terms described herein.
8. Board Approval and Effective Date. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education at a lawfully called meeting.
9. Severability. If any provision of this MOU is held to be void, voidable, or unenforceable, the remaining portions of the MOU shall remain in full force and effect.
10. Entire Agreement. This MOU constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this MOU.
11. Voluntary Agreement. All Parties represent that they have read this MOU and its attachments, if any, in full and understand and voluntarily agree to all such provisions. All Parties further declare that, prior to signing this MOU, they apprised themselves of relevant data, through sources of their own selection, including review by their own counsel, in deciding whether to execute this MOU. All parties further represent that they have, as of the date of execution of this MOU, the legal capacity to understand, agree to, and sign this MOU, and that they have not assigned any rights or claims related hereto to any third party.

DATED this 14 day of March, 2022.

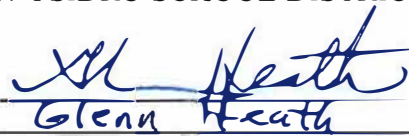
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION

By  3-14-22
Fernanda Rios
[name]



Labor Relations Representative

SAN YSIDRO SCHOOL DISTRICT

By 
Glenn Heath
[name]

12.15

Page 3 of 3

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO
EDUCATION ASSOCIATION AND SAN YSIDRO SCHOOL DISTRICT
REGARDING STAFFING FOR SPECIAL EDUCATION PRESCHOOL
TEACHERS

BACKGROUND INFORMATION:

Approve/Ratify the Memorandum of Understanding between the San Ysidro Educator Association and the San Ysidro School District to address the growing needs of Special Education Preschool Students. Due to the increase in Special Education Preschool student needs, there is a need to create a new Special Day Class for Pre-K in addition to the three current classes.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding between the San Ysidro Educator Association and the San Ysidro School District to address the growing needs of Special Education Preschool Students.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

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(Amount)

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(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No



GOVERNING BOARD

Rudy Lopez, President

Rosaleah Pallasigue, Vice-President

Irene Lopez, Clerk

Humberto Gurmilan, Member

Antonio Martinez, Member

Quality education and opportunity for all students to succeed

**Memorandum of Understanding
Between
San Ysidro Education Association
And
San Ysidro School District**

**SPECIAL DAY CLASS - PRE-K STAFFING
April 14, 2022**

This agreement is between the San Ysidro School District ('District') and the San Ysidro Educator Association ('Association'). The District and Association are working collaboratively to address the growing needs of Special Education Preschool students. Therefore, in order to comply with the Association's Collective Bargaining Agreement (CBA) and to meet the operational needs of the District, we hereby mutually agree to the following:

1. Due to the increase in Special Education Preschool student needs, there is a need to create a new Special Day Class for Pre-K in addition to the three current classes.
2. An additional Pre-K Special Day class would create a need for an additional 180 instructional minutes to be added to one bargaining unit member.
3. Pursuant to Article 18: Compensation, the District will pay a bargaining unit member the \$40.00 per hour student contact rate for every hour of additional instructional time.
4. The District will seek volunteers by offering the additional instructional minutes to qualified bargaining unit members in seniority order, beginning with the most senior member.
5. If all unit members deny the additional instructional minute opportunity, the District shall select a qualified unit member to take the assignment.
6. This is a one-time, non-precedent setting MOU and shall not be used in any further actions.

For SYEA:

Date:

4/14/2022

For the District:

Date:

4/14/22

12.16

Page 2 of 2

Page 1

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING SENATE BILL 114 WHERE EMPLOYEES MAY BE ELIGIBLE FOR COVID-19 SUPPLEMENTAL PAID SICK LEAVE

BACKGROUND INFORMATION:

Approve/Ratify the Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding Senate Bill 114. The parties entered into an MOU dated November 16, 2021 to provide extended COVID Benefits from October 1, 2022 through June 30, 2022. Pursuant to Senate Bill 114, California Labor Code section 248.6 provides that beginning on January 1, 2022 until September 30, 2022, employees may be eligible to COVID-19 supplemental paid sick leave, if an employee is unable to work or telework due to certain reasons related to COVID-19.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding Senate Bill 114 where Employees may be eligible for COVID-19 Supplemental Paid Sick Leave.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

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(Amount)

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(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

**Memorandum of Understanding
By and Between
California School Employees Association
and its San Ysidro Chapter #154 (CSEA)
And
San Ysidro School District
Regarding: Senate Bill 114
April 20, 2022**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Ysidro School District (hereinafter, "District") and the California School Employees Association, and its San Ysidro Chapter #154 (hereinafter "CSEA").

Whereas, the parties entered into an MOU dated November 16, 2021 to provide extended COVID Benefits from October 1, 2022 through June 30, 2022

Whereas, pursuant to Senate Bill 114, California Labor Code section 248.6 provides that beginning on January 1, 2022 until September 30, 2022, employees may be eligible for COVID-19 supplemental paid sick leave if an employee is unable to work or telework due to certain reasons related to COVID -19.

Therefore the parties agree to the following:

1. The District will comply with the provisions of Senate Bill 114 to provide up to 80 hours of COVID-19 Leave for the period of January 1, 2022 until September 30, 2022 based on the criteria set forth in Senate Bill 114.
2. The new leave benefits provided by Senate Bill 114 shall be exhausted in accordance with applicable law prior to other paid leaves being used during the period of January 1, 2022 through September 30, 2022. Employees will be retroactively credited with leave in which they are eligible.
3. The District will prepare a Memorandum and Leave Request form setting forth the eligibility requirements for Senate Bill 114 and the process for requesting the leave.

Dated: April 20, 2022:



Linda Olea
Executive Director of Human Resources
San Ysidro School District



Fernanda Rios
CSEA Chapter President, San Ysidro #154



Alfredo Alvarez
CSEA, Labor Relations Representative

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING OUT-OF-CLASS COMPENSATION

BACKGROUND INFORMATION:

Approve/Ratify the Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding Out-of-Class Compensation. The parties are entering into this agreement so that unit members can begin to do out-of-class assignments in accordance with the TA while the District and CSEA continue to have meaningful negotiations.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding Out-of-Class Compensation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

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(Amount)

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(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

**Memorandum of Understanding
By and Between
California School Employees Association
and its San Ysidro Chapter #154 (CSEA)
And
San Ysidro School District
Regarding: Out-of-Class Compensation
April 20, 2022**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Ysidro School District (hereinafter, "District") and the California School Employees Association, and its San Ysidro Chapter #154 (hereinafter "CSEA").

Whereas, on February 7, 2022, the District and CSEA signed the attached tentative agreement (hereinafter "TA") regarding Out-Of-Class Compensation.

Whereas, the District and CSEA continue to participate in collective bargaining agreement (hereinafter "CBA") negotiations and have an understanding that the attached TA regarding Out-Of-Class cannot be effective until both parties have received ratification/approval from their respective constituency at the conclusion of CBA negotiations.

Whereas, the parties are entering into this agreement so that unit members can begin to do out-of-class assignments in accordance with the TA while the District and CSEA continue to have meaningful negotiations.

Therefore, CSEA and the District agree on the following:

Employees in the Unit shall not be required by the District to perform duties which do not reasonably related to those fixed and prescribed in their current job description for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period. A unit member may be required to perform duties inconsistent with those assigned to the position for a period of more than five working days provided that his/her salary is adjusted upward for the entire period, including the initial five-day period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. The District will use best efforts to seek volunteers before assigning these duties. When assigning work out of class, the District agrees to rotate work out of class as equally as is practicable based on required skills for the out of class work and seniority. CSEA members may express interest in working out of class in a particular department. by filling out an interest form. The District will use the form to determine which members are interested in out of class work. The District will select individuals based on a combination of factors, including interest, skill set, qualifications, and seniority.

If the out of class work is at a higher classification, the rate of pay shall be in the classification in which the unit member is serving as a substitute at the grade which is the next highest hourly rate above their own regular hourly rate for the entire period working out of class including the initial five-day period. If the out of class work is at a lower classification, the unit member must work in a classification within the same job family. The rate of pay shall be at the unit members current hourly rate plus a 5% incentive for the entire period including the initial five-day period. No

Memorandum of Understanding
By and Between
California School Employees Association
and its San Ysidro Chapter #154 (CSEA)
And
San Ysidro School District
Regarding: Out-of-Class Compensation
April 20, 2022

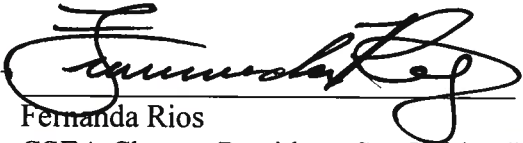
assignments to perform certificated work will be given to classified employees who are unwilling to do them, and no employee will face retaliation for refusing such an opportunity.

This agreement shall expire on February 25, 2023 or once the TA has been ratified/approved by both parties, whichever comes first.

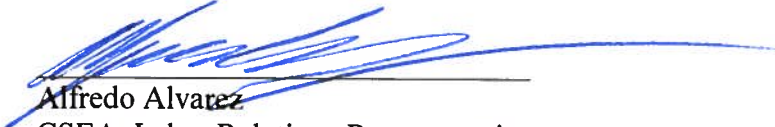
Dated: April 20, 2022:



Linda Olea
Executive Director of Human Resources
San Ysidro School District



Fernanda Rios
CSEA Chapter President, San Ysidro #154



Alfredo Alvarez
CSEA, Labor Relations Representative

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: REVISED BOARD POLICY 4315 MANAGEMENT EVALUATION

BACKGROUND INFORMATION:

Approve the revised Board Policy 4315 Management Evaluation. The new evaluation procedure will take effect for the 2022-2023 school year.

RECOMMENDATION:

Approve the revised Board Policy 4315 Management Evaluation, effective for the 2022-2023 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes ☐ No

Requisition #

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(Amount)

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(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

REVISED

Administrative and Supervisory Personnel

BP 4315(a)

EVALUATION/SUPERVISION

The Board of Education believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans.

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees. At the beginning of each school year, the Human Resources Department shall provide each evaluator with the list of administrators on cycle for evaluation. The Human Resources Department shall confer with each supervisor to determine if any administrator not on cycle shall be added to the cycle. Prior to September 1 of each year, the Human Resources Department shall provide written notification to each administrator on cycle for evaluation.

An administrative employee shall be evaluated annually for the first and second years of employment in a new administrator or supervisory position in the district, and at least every two years thereafter, unless otherwise provided for in an employee contract or collective bargaining agreement. In the event that an administrative employee begins their new position after January 1, or if an administrator is on leave for more than 50% of the school year, the employee shall not be evaluated until the following school year.

Evaluations may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee. The Evaluator may determine that the implementation of a Performance Improvement Plan would benefit the administrator.

Nothing in the preceding paragraphs shall eliminate an immediate supervisor's right to informally observe an administrator and make recommendations for improvement.

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities
3. Culturally responsive instructional strategies to address and eliminate the achievement gap
4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement
5. High expectations for all students and leadership to ensure active student engagement and learning
6. Collaborative professional practices for improving instructional strategies
7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior
8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth
9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

Policy
adopted:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

Policy 4315: Evaluation/Supervision

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans.

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

An employee shall be evaluated annually for the first and second years of employment as an administrator or supervisor in the district, and at least every two years thereafter, unless otherwise provided for in an employee contract or collective bargaining agreement. Evaluations may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee.

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.
2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities
3. Culturally responsive instructional strategies to address and eliminate the achievement gap
4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement
5. High expectations for all students and leadership to ensure active student engagement and learning
6. Collaborative professional practices for improving instructional strategies
7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior
8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth
9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to

the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44670-44671	Principal evaluation
Ed. Code 45113	Notification of charges, classified employees
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.2	Scope of representation
Gov. Code 3545	Appropriateness of unit; basis

Management Resources References

	Description
Commission on Teacher Credentialing Publication	California Professional Standards for Educational Leaders, February 2014
Website	Association of California School Administrators - https://simbli.eboardsolutions.com/SU/DMWjqGR6N1ooUHxYBdPXeA==
Website	Commission on Teacher Credentialing - https://simbli.eboardsolutions.com/SU/cxWNIqRUJlsaq7efc7aH4Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==

Cross References

	Description
0000	Vision - https://simbli.eboardsolutions.com/SU/u5qD89SrQMplus85pcm4Ju8ww==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/VlhlshSaGqXuTsCMKpG2plusbSQ==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxv16lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVJA==
2140	Evaluation Of The Superintendent - https://simbli.eboardsolutions.com/SU/C6xMln4EVCILsplus1Qcag12g==
4000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/HSmJg5YjaX9poo6fWtyBOg==
4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUICILepQ3N9wg0E4Bg==
4112.8	Employment Of Relatives - https://simbli.eboardsolutions.com/SU/Z7cEJuZJA1QAXUWHGuyVplusQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==

4112.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4113.5	Working Remotely - https://simbli.eboardsolutions.com/SU/adsKexRfucd54Fh12Hsulg==
4115	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/5OLsaEzDpyJtZIMsslshGd2Lg==
4115	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/zyrEhHh6KnfG9AKVh0ZMNw==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/V3T4HFszBjOHLgMslshjNbc8g==
4119.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/mQy8e2leTPMPiWOH1fNu7g==
4140	Bargaining Units - https://simbli.eboardsolutions.com/SU/vXJ2SMGwNjFvplus0EslshiBaQA==
4159	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/PGTHLcamVI7SB97XzHwyhg==
4212.6	Personnel Files - https://simbli.eboardsolutions.com/SU/uNiu75vyJXMvscll7slshOVGg==
4213.5	Working Remotely - https://simbli.eboardsolutions.com/SU/plusjV1P4gplus26Aa1gzMXzR0VQ==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/4Eck7XUf2vAlK6WdWLchBw==
4219.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/xWKQ2uBAiNOfQuPmm52ynQ==
4240	Bargaining Units - https://simbli.eboardsolutions.com/SU/KUUUnbgskphGk5N8jTplusHQA==
4259	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/0diS1slshgzyplusXplus78avZIDDIQ==
4300	Administrative And Supervisory Personnel - https://simbli.eboardsolutions.com/SU/eSbcS0GmPYy37P8XqE6AtQ==
4300	Administrative And Supervisory Personnel - https://simbli.eboardsolutions.com/SU/CfAGslsh3vQhplusOXjYqhrpjTkQ==
4301	Administrative Staff Organization - https://simbli.eboardsolutions.com/SU/ldrLrNgtjnDoyPTSIRVnQQ==
4312.1	Contracts - https://simbli.eboardsolutions.com/SU/G21QkoJmweXy5Bm5bslshK6eQ==
4312.6	Personnel Files - https://simbli.eboardsolutions.com/SU/slshQ37eOVLfslshfF0try0wpUNA==
4313.5	Working Remotely - https://simbli.eboardsolutions.com/SU/NdKDEoFPIRqRlt9islshlIK8g==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxxZfEw==
4340	Bargaining Units - https://simbli.eboardsolutions.com/SU/MmZSBc7HftNdPERIU69aAw==
4359	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/vQQ9OWPsljBf7gkA9FDMAA==

6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/W2pplusGXW0VmmslshgPRPDAsAaw==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTIZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakegroGOQ==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknIZ1iziDTUxplussARKweQ==
9321-E PDF(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfplKv29py7c0GU7E5Hw==
9321-E PDF(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybyqOg==

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Linda Gonzales,
Executive Director of
Human Resources

FROM:
Governing Board President,
Antonio Martinez

☐ Informational
☒ Action

AGENDA ITEM: FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT WITH
SUPERINTENDENT

BACKGROUND INFORMATION:

On May 10, 2018, the Board approved the Employment Agreement with Superintendent, Gina A. Potter, Ed.D., effective May 14, 2018. The Board evaluated Dr. Potter at the Special Board Meetings of May 9, 2019, June 6, 2019, May 12, 2020, June 18, 2020 and April 15, 2021 and the Regular Board Meeting of May 13, 2021.

The Board approved Amendment No. 1 at the Regular Board Meeting of July 11, 2019.

The Board approved Amendment No. 2 at the Regular Board Meeting of March 12, 2020.

The Board approved Amendment No. 3 at the Regular Board Meeting of June 25, 2020.

The Board approved Amendment No. 4 at the Regular Board Meeting of June 10, 2021.

The Board will consider approving amendments to the Superintendent's Employment Agreement as outlined below:

1. Section 1 (TERM)
2. Section 12 (EVALUATION)

RECOMMENDATION:

The Board will take action on the fifth amendment to the Superintendent employment agreement.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☐ New ☒ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

As Outlined in the
Contract

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AMENDMENT NO. 5

SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND GINA ACOSTA POTTER

THE SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT (“DISTRICT”) AND GINA ACOSTA POTTER (“SUPERINTENDENT”) DATED MAY 10, 2018 AND AMENDED ON JULY 11, 2019, MARCH 12, 2020, JUNE 25, 2020, and JUNE 10, 2021 IS HEREBY AMENDED AS FOLLOWS:

- Section 1 (TERM):** The end date of the Agreement shall be extended to June 30, 2026
- Section 12 (EVALUATION):** The provisions of this section shall be replaced with the following: The GOVERNING BOARD and the SUPERINTENDENT shall confer by the end of September of each year to develop mutually agreed upon goals, objectives, and standards. In addition, approximately 3 times per year, the SUPERINTENDENT and the GOVERNING BOARD shall hold Board Workshops to discuss topics such as Board goals and vision, Board policies and by-laws, and other topics related to Board governance.

SUPERINTENDENT shall be formally evaluated by the GOVERNING BOARD during the final year of this Agreement. The GOVERNING BOARD shall meet with the SUPERINTENDENT in September of the final year of this Agreement to discuss the method and timing of the evaluation process. Nothing in this section shall eliminate the GOVERNING BOARD’S right to informally evaluate SUPERINTENDENT’S performance and make recommendations for improvement.

- Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

**SAN YSIDRO SCHOOL
DISTRICT**

Rudy Lopez, Board President

Date

SUPERINTENDENT

Gina Acosta Potter

Date

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: PURCHASE OF 2022 LAS LINKS ONLINE SUB-TEST PACKAGE FROM
DATA RECOGNITION CORPORATION (DRC)

BACKGROUND INFORMATION:

Data Recognition Corporation (DRC) is a service firm specializing in test and survey administration and processing. DRC has developed and implemented a robust and secure Remote Testing Plan for LAS Links Online (K-12) in English and Spanish. DRC's remote testing solution allows the LAS Links Online and preLAS assessments to retain 3 critical factors: reliability, validity, and security.

A total of 206 students from Our Lady of Mount Carmel Private School have been identified as possible English Learners and need to be evaluated to determine their English Proficiency. Educational Services Department is requesting approval to purchase the 2022 LAS Links Online Sub-Test package from Data Recognition Corporation (DRC).

LAS Links Online test components include:

- 824 Sub-test Administration: Writing, Reading, Listening & Speaking ~ \$5,397.20
- 206 Hand Scoring: Writing, Reading & Speaking ~ \$3,265.10

RECOMMENDATION:

Approve the purchase of the 2022 LAS Links Online Sub-test package from Data Recognition Corporation at the total cost of \$8,662.30 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: English Language and Academic Language Development ~ Improve English language and academic language proficiency outcomes to ensure access to CCSS for all students, including English Learners (ELs) so that ELs will demonstrate annual expected progress and reclassify in 5 years or less.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

\$8,662.30

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No



2022 LAS Links Online® Sub-test Administration Order Form

English Forms A, B, C, & D and Español A & B

Ship to

Name: Cynthia Monreal Gonzalez
 Organization Name: San Ysidro School District
 Shipping Address: 4350 Otay Mesa Road
 City: San Ysidro
 State: CA Zip Code: 92173
 Phone: (619)428-4476
 Email Address: cynthia.gonzalez@sysdschools.org

Bill to

Name: Blanca Vega
 Organization Name: San Ysidro School District
 Billing Address: 4350 Otay Mesa Road
 City: San Ysidro
 State: CA Zip Code: 92173
 Phone: (619)428-4476
 Email: blanca.vega@sysdschools.org

☐ Same as Ship to

P.O. #:

206 Students L,S, R, W

Order Date:

7/5/22

LAS LINKS ONLINE Sub-test ADMINISTRATIONS

The minimum LAS Links Online Sub-Test Administration order is \$2,620.00

Administrations can be used interchangeably for all forms of LAS Links English and Español Online.

Qty	ISBN	Quantity Break	Item Description	Unit	Price	Total
824	C8761000	400 - 1,000	LAS Links Online Sub-test Administration	Each	\$6.55	\$5,397.20
	C8761100	1,001 - 5,000	LAS Links Online Sub-test Administration	Each	\$5.30	
	C8761200	5,001 - 10,000	LAS Links Online Sub-test Administration	Each	\$4.40	
	C8761300	10,001 - 20,000	LAS Links Online Sub-test Administration	Each	\$4.05	
	C8761400	20,001 - 60,000	LAS Links Online Sub-test Administration	Each	\$3.80	
	C8761500	60,001 +	LAS Links Online Sub-test Administration	Each	\$3.50	

LAS LINKS ONLINE HAND SCORING

	C8987201	LAS Links Online Hand Scoring: Write & Read	Each	\$6.20	
	C8987202	LAS Links Online Hand Scoring: Speaking	Each	\$9.65	
206	C8987203	LAS Links Online Hand Scoring: Writing, Reading, & Speaking	Each	\$15.85	\$3,265.10

LAS LINKS ONLINE TRAINING

	C8717400	LAS Links Online Web-Based Training - English	Each	\$1,104.00	
	C8184900	LAS Links Online On-Site Training - English	Each	\$4,180.00	
	C8739700	LAS Links Online Web-Based Training - Español	Each	\$1,104.00	
	C8184901	LAS Links Online On-Site Training - Español	Each	\$4,180.00	
	C8739400	LAS Links Online Web-Based Training - Post Test Data Dive	Each	\$1,104.00	
	C8717300	LAS Links Online On-Site Training - Post Test Data Dive	Each	\$4,180.00	

Please attach purchase order and any special billing forms. Applicable state and local taxes are prepaid and will be added to your invoice. Prices effective through December 31, 2022.

Subtotal: \$8,662.30

Grand Total: \$8,662.30

Please submit your orders to DRC Shelf Customer Service via phone, fax, email, or mail.

PO Box 398, Hopkins, MN 55343-0398

Phone: 800-538-9547 Fax: 800-282-0266

Email: ShelfCustomerService@DataRecognitionCorp.com

Invoices: Payment term is NET 30 from date of invoice. If payment is not received, DRC may suspend the service. Order service term is 12 months from activation. No refunds will be issued for unused administrations of services.

Order Form Privacy Statement: DRC shall have the right to use student personal information and data and Licensee Information for research purposes for development of assessment tests, statistical analysis and norms and other research purposes (collectively "Research"), provided that students' identifiable information will be used only in the aggregate so the privacy of the individual's such information will be maintained.

Customer Privacy Notice: DRC respects your privacy. We use your contact information to fulfill your requests and service your account. Your information is located in a secure database in the U.S. and access is limited to authorized persons. You may contact DRC, 13490 Bass Lake Road, Maple Grove, MN 55311 or call 1.800.538.9547 to Opt Out, review your data or ask questions. For more information about Data Recognition Corporation's Privacy Policy, visit our website at www.datarecognitioncorp.com/Pages/privacy.aspx.



13C.1

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: RENEWAL OF THE LICENSE SUBSCRIPTION WITH DELTAMATH SOLUTIONS, INC. FOR THE DELTAMATH PLUS ONLINE PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

DeltaMath Plus is an online math practice and learning site that allows teachers to create digital math assignments or test corrections for middle and high school students.

The following list includes the features of DeltaMath Plus:

- Instructional videos for every problem type
- Create a test/test correction
- Selection of problem sub-types
- Assigns specific problems
- Google Classroom integration
- Map to standards
- Admin portal for onboarding and teacher data views

The DeltaMath Plus subscription was implemented last school year at Vista Del Mar Middle School and the Principal is requesting approval to renew it for the 2022-23 school year.

RECOMMENDATION:

Approve the renewal of the license subscription with DeltaMath Solutions, Inc. for the DeltaMath Plus online program at Vista Del Mar Middle School at the total cost of \$450.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement – Action 1.16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

7836

\$450.00

(Amount)

Title I Funds

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

DeltaMath Solutions Inc.
510 Hommocks Road
Larchmont, NY 10538
orders@deltamath.com



Quote

ADDRESS

Irene Herrera-Cevallos
Vista Del Mar
4885 Del Sol Blvd.
San Diego, CA 92154

QUOTE # 13614

DATE 04/11/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	22-23 PLUS School License	Schoolwide license for DeltaMath PLUS, SY 22-23 for all teachers/students. Includes instructional videos, creation of online assessments, school admin portal, and additional features.	1	450.00	450.00

Schools covered by this license:
Vista Del Mar

*Approximately 450 students

W9: <https://www.deltamath.com/files/w9.pdf>

SUBTOTAL	450.00
TAX	0.00
TOTAL	USD 450.00

Accepted By

Accepted Date

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: TRAINING SERVICES FROM EDUPOINT EDUCATIONAL SYSTEMS, LCC
FOR MIDDLE SCHOOL MASS SCHEDULING

BACKGROUND INFORMATION:

San Ysidro School District currently uses the Synergy Education Platform thru Edupoint Educational Systems, LCC as its student information system.

Educational Services is requesting approval to offer one ½ days of training sessions regarding Mass Scheduling for personnel at our Middle Schools. Training sessions from Edupoint are designed to help inexperienced users get comfortable using Synergy and or to deepen their knowledge of a particular module or application.

Cost implications: \$1,500.00 for 1.5 days for a total of \$2,250.00

RECOMMENDATION:

Ratify the purchase of training services from Edupoint Educational Services, LCC regarding Mass Scheduling for our middle schools at the total cost of \$2,250.00 from the ESSER III fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #2: Continue to provide professional learning opportunities and support in the area of technology and digital literacy/digital citizenship and support implementation of 21st century skills for all students including unduplicated students.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

\$2,250.00

(Amount)

ESSER III Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No



1955 South Val Vista Drive, Suite 200
Mesa, Arizona 85204
Price Quote

Date: 4/19/2022
Quote Number: 20220419-1
School District: San Ysidro School District
Carolina Jaime
Data Support Specialist
4350 Otay Mesa Rd
San Ysidro, CA 92173
619-428-4476 ext. 3054
Carolina.jaime@sysdschools.org

Statement of Work: Remote Mass Scheduling Training

Date(s): To be completed by 5/4/2022
Specialist: Barb Kostick

Fee:	1 ½ Days at \$1,500 per day	\$2,250
		\$2,250

Estimated completion date is dependent upon receipt of the signed quote no later than April 29, 2022.

If applicable, Sales Tax will be applied.

The District will be invoiced as services are performed.

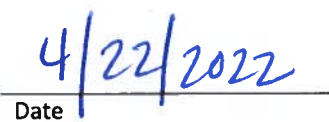
The District will be responsible for all travel expenses incurred for service days. Travel services will be billed as incurred.

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

A Purchase Order is needed along with this signed quote to proceed.

Acceptance


District Representative


Date

April 19, 2022



Edupoint Representative

Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF THE JUNIOR SCHOLASTIC DIGITAL SUBSCRIPTION FOR
VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

Junior Scholastic shows students how civics, history and geography impact their lives and give them a deeper understanding of America, the world, and their place in it.

Benefits of Junior Scholastic:

- Access an Online Library of Fascinating Stories ~ and add optional print magazines, delivered to your school year long.
- Use the Flexible Digital Teaching Tools with any LMS ~ to transform every story into an engaging lesson that meets the needs of every reader.
- Create an Exciting Learning Environment ~ that ignites student interest and inspires civic action.

The Principal at Vista Del Mar Middle School is requesting approval to purchase the Junior Scholastic 1-Year Digital subscription, which will give access to up to two hundred students during the 2022-23 school year. Scholastic Classroom Magazines are intended for classroom use, in both onsite and remote learning settings.

RECOMMENDATION:

Approve the purchase of the Junior Scholastic 1-Year Digital subscription for Vista Del Mar Middle School during the 2022-23 school year at the total cost of \$1,530.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement – Action #16

SPSA Goal 1: Activity 1.5 Supplemental Curriculum, Programs and Materials: These items will be used to support instruction and learning to increase academic achievement. Supplemental materials to provide support to all students, in all subject areas.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

7979

\$1,530.00

(Amount)

Title I Fund, Goal 1

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

Quote by: Ernest Fornero
Q-88418

Wednesday, April 13, 2022

SCHOLASTIC CLASSROOM MAGAZINES 2022-2023 QUOTATION

VISTA DEL MAR MIDDLE (1027383)
IRENE HERRERA CEVALLOS
4885 DEL SOL BLVD
SAN DIEGO, CA 92154-8401

P.O. #

Teacher Name	Item #	Product Title	Promo	Quantity	Price	Ext. Price
IRENE HERRERA CEVALLOS	420	DIGITAL JUNIOR SCH	5132	200	\$7.65	\$1,530.00
			Total Quantity	200	Subtotal	\$1,530.00
(S+H):						\$0.00
Price Total:						\$1,530.00

Sales tax added to invoices where required by law

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
San Ysidro Middle School
Manuel Bojorquez, Principal

☐ Informational
☒ Action

AGENDA ITEM: REVISION OF THE SCHOOL PLAN FOR STUDENT ACHIEVEMENT
(SPSA) FOR SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

The School Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive State and Federal or other applicable funding through the District's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

The SPSAs for all schools were Board approved on December 10, 2021. The Principal at San Ysidro Middle School is requesting approval to the revisions of his SPSA, to include additional funding for his school.

RECOMMENDATION:

Approve the revisions of the School Plan for Student Achievement for San Ysidro Middle School.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

☐ Renewal ☐ New ☒ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – MAY

BACKGROUND INFORMATION:

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the May 19, 2022, Board meeting:

- 2022 AVID Summer Institute
- AVID DigitalXP Training
- Benchmark Leadership Consortium
- Budget Perspectives Workshop, May Revisions 2022
- Dialectical Behavior Therapy (BDT) Certification Training
- Diamond Safety Team Training Series
- Early Education STEM Workshop
- Education for Homeless Children and Youth (EHCY) and American Rescue Plan - Homeless Children and Youth (ARP-HCY) I Grantees
- Education for Homeless Children and Youth Grantee Spring 2022
- FPM 2022-2023 Overview
- P-3 Webinar – Supporting Inclusion
- “QPR: Question, Persuade and Refer” Gatekeeper Training for Suicide Prevention
- She Inspires
- Year-End Closing Workshop

Cost implications might include Registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:

Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 2, 17, 18 and 20 & Goal 2: English Language and Academic Language Development – Actions: 3, 5 and 9

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

APPROXIMATE COST

\$18,450.00

(Amount)

Title I PD and CSPP Funds

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Professional Development Backup Information – May 19, 2022

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Stephanie Hake	2022 AVID Summer Institute	San Diego	June 27-29, 2022	\$1,750.00 (Reg. fees & Compensation)	Title I Site Fund
Alana Arciaga Laurino, Karina Kaai, Alejandra Lopez	AVID DigitalXP Training	Online	June 15-17, 2022	\$5,600.00 (Reg. fees & Compensation)	Title I PD Fund
Adriana Aguilar, Carolina Hernandez, Josefina Villegas, New Resource Teacher	Benchmark Leadership Consortium	San Diego	June 22, 2022	\$2,000.00 (Reg. fees & Compensation)	Title I PD Fund
Gina Potter, Marilyn Adrianzen, Others, TBD	Budget Perspectives Workshop, May Revisions 2022	Online	May 23, 2022	\$0	No Cost
Karina Victorino	Dialectical Behavior Therapy (DBT) Certification Training	Online	May 18-20, 2022	\$0	No Cost
David Farkas, Cynthia Gonzalez, Laura English, Erika Meza, Matthew Bandy, Manuel Bojorquez, Maria Preciado, Russell Little, Efrain Burciaga, Irene Herrera-Cevallos, Maria Rodriguez, Rick Quintana, Denise Villezcas, Campus Security (TBD) Terry Williams, Frakie Asio	Diamond Safety Team Training Series	SDCOE	June 13-16, 2022	\$8,500.00 + Compensation	Title I PD Fund
Veronica Castro,	Early Childhood STEM Workshop	San Diego	May 14, 2022	\$600.00	Title I PD & CSPP Funds

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Ana Veronica Trattner, Karla Vazquez, Carmen Romero				Reg. fees & compensation	
Veronica Medina	Education for Homeless Children and Youth (EHCY) and American Rescue Plan - Homeless Children and Youth (ARP-HCY) I Grantees	Online	May 19, 2022	\$0	No Cost
Veronica Medina	Education for Homeless Children and Youth Grantee Spring 2022	Online	May 4, 2022	\$0	No Cost
Marilyn Adrianzen, David Farkas, Cynthia Gonzalez, Linda Olea, Luis Ramos	FPM 2022-2023 Overview	TBD	June 3, 2022	\$0	No Cost
Lorena Varela-Reed, Oscar Madera	P-3 Webinar – Supporting Inclusion	Online	April 21, 2022	\$0	No Cost
Erika Patrick Ibarra	“QPR: Question, Persuade and Refer” Gatekeeper Training for Suicide Prevention	Online	April 12, 2022 May 17, 2022 June 1, 2022	\$0	No Cost
Evelyn Zarzosa	She Inspires	San Diego	April 29, 2022	\$0	No Cost
Marilyn Adrianzen, Amber Elliott, Araceli Felix, Blanca Vega, Laura Gastelum, Sadeer Sahib	Year-End Closing Workshop	Online	June 7, 2022	\$0	No Cost

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #10 (April 5, 2022 through May 4, 2022): ▪ General Fund: 0000008431-0000008463, 0000008465-0000008481, 0000008483-0000008489, 0000008491-0000008492, 0000008494-0000008515, 0000008517, 0000008519-0000008529, 0000008531-0000008549 ▪ Child Development Fund ▪ 0000008482, 0000008490, 0000008493, 0000008516, 0000008518, 0000008530 ▪ Child Nutrition Fund: 0000008550

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period April 5, 2022 through May 4, 2022. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

\$414,701.70

(Amount)

As listed above

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PURCHASE ORDER REPORT (04/05/22 - 05/04/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/5/2022	0000008431	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	\$ 1,747.76
4/5/2022	0000008432	004598	DELL TECHNOLOGIES INC.	TECHNOLOGY EQUIPMENT	0100	3212000	4400000	067	\$ 58,830.51
4/5/2022	0000008433	001775	STAPLES, INC.	OFFICE MATERIAL	0100	0000000	4300011	061	\$ 1,295.11
4/5/2022	0000008434	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 208.75
4/5/2022	0000008435	000146	LAKESHORE	INSTRUCTIONA SUPPLIES	0100	7425000	4300001	061	\$ 982.51
4/5/2022	0000008436	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300010	020	\$ 69.89
4/5/2022	0000008437	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	024	\$ 2,607.10
4/5/2022	0000008438	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	024	\$ 660.28
4/6/2022	0000008439	004871	SOUTH BAY COMMUNITY SERVICES	CONTRACTED SERVICES	0100	3010000	5800010	025	\$ 22,538.50
4/6/2022	0000008439	004871	SOUTH BAY COMMUNITY SERVICES	CONTRACTED SERVICES	0100	7425000	5800010	061	\$ 22,538.50
4/6/2022	0000008440	004678	AMAZON.COM, INC.	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 536.68
4/6/2022	0000008441	0000000857	POSTER STUDIO EXPRESS	OFFICE EQUIPMENT	0100	3213000	4400000	025	\$ 4,304.61
4/6/2022	0000008442	0000000772	ACADEMIC SUPPLIER	OFFICE EQUIPMENT	0100	0000000	4400000	061	\$ 705.76
4/6/2022	0000008443	0000000356	PROTECT CONNECT EDUCATE SOLUTIONS	REGISTRATION FEES	0100	3010003	5200003	061	\$ 1,996.00
4/6/2022	0000008444	004678	AMAZON.COM, INC.	OFFICE EQUIPMENT	0100	0000000	4300011	016	\$ 665.88
4/6/2022	0000008445	0000000671	IXL LEARNING INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	022	\$ 1,057.00
4/6/2022	0000008446	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300011	061	\$ 1,200.34
4/7/2022	0000008447	000379	HAWTHORNE MACHINERY	CONTRACTED SERVCIES	0100	0982000	5600005	074	\$ 5,602.15
4/7/2022	0000008448	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	016	\$ 1,241.28
4/12/2022	0000008449	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 103.32
4/12/2022	0000008450	0000000783	KAMI	INSTRUCTIONAL MATERIAL	0100	3213000	5800006	050	\$ 198.00
4/12/2022	0000008451	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0490000	4300011	054	\$ 1,659.48
4/13/2022	0000008452	000526	THE MASTER TEACHER	AWARDS & INCENTIVES	0100	0000002	4300000	080	\$ 468.60
4/14/2022	0000008453	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	024	\$ 1,069.82
4/14/2022	0000008454	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	\$ 42.98
4/14/2022	0000008454	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	012	\$ 290.93
4/14/2022	0000008455	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 2,972.20
4/14/2022	0000008456	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 4,554.43
4/14/2022	0000008457	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	3213000	4300000	012	\$ 523.50
4/14/2022	0000008458	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	024	\$ 517.02
4/15/2022	0000008459	0000000356	PROTECT CONNECT EDUCATE SOLUTIONS	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 535.05
4/15/2022	0000008460	003292	STARFALL EDUCATION	INSTRUCTIONAL MATERIAL	0100	5640000	5800006	054	\$ 355.00
4/15/2022	0000008461	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	022	\$ 1,284.35
4/18/2022	0000008462	0000000495	CROWN AWARDS	AWARDS & INCENTIVES	0100	0000002	4300000	080	\$ 3,149.31
4/18/2022	0000008463	0000000858	THE STAGE DEPOT	MAINTENANCE EQUIPMENT	0100	0000000	4400000	010	\$ 19,861.49
4/18/2022	0000008465	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	024	\$ 1,168.40
4/18/2022	0000008466	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	024	\$ 695.70
4/19/2022	0000008467	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 29.04
4/19/2022	0000008468	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300011	061	\$ 2,053.67
4/19/2022	0000008469	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	\$ 95.26
4/19/2022	0000008470	0000000048	RAPHAELS PARTY RENTALS INC.	CONTRACTED SERVICES	0100	0000000	5600000	050	\$ 13,245.02
4/19/2022	0000008471	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	024	\$ 1,335.46

PURCHASE ORDER REPORT (04/05/22 - 05/04/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/19/2022	0000008472	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 56.25
4/19/2022	0000008473	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	050	\$ 60.30
4/19/2022	0000008474	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	024	\$ 1,698.34
4/19/2022	0000008475	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	025	\$ 1,273.91
4/19/2022	0000008476	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300011	062	\$ 107.76
4/19/2022	0000008476	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300001	012	\$ 53.88
4/19/2022	0000008477	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	071	\$ 92.70
4/19/2022	0000008478	000875	WILDA'S WRITING WORKSHOP	PROFESSIONAL SERVICES	0100	3182001	5800010	012	\$ 5,000.00
4/20/2022	0000008479	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	\$ 1,653.32
4/20/2022	0000008480	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300000	050	\$ 503.95
4/20/2022	0000008481	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	022	\$ 155.75
4/20/2022	0000008483	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000002	4300000	080	\$ 248.47
4/21/2022	0000008484	004785	SCHOOL MATE	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	018	\$ 1,486.95
4/21/2022	0000008485	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 1,182.02
4/21/2022	0000008486	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEE	0100	0000000	5800010	062	\$ 145.00
4/21/2022	0000008486	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEE	0100	3010003	5200003	061	\$ 870.00
4/21/2022	0000008487	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 2,087.96
4/21/2022	0000008488	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300002	067	\$ 908.53
4/21/2022	0000008489	002539	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 1,611.11
4/21/2022	0000008491	001178	SAN DIEGO COUNTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 178.54
4/21/2022	0000008491	001178	SAN DIEGO COUNTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 178.54
4/21/2022	0000008492	003985	PTM DOCUMENT SYSTEMS	OFFICE SUPPLIES	0100	0000000	4300001	025	\$ 323.25
4/21/2022	0000008494	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	071	\$ 1,100.00
4/21/2022	0000008495	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 3,206.52
4/21/2022	0000008496	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 649.73
4/21/2022	0000008497	0000000818	RAINBOW RESOURCE CENTER, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	\$ 577.22
4/22/2022	0000008498	000828	POSITIVE PROMOTIONS	AWARDS & INCENTIVES	0100	0000002	4300000	080	\$ 353.91
4/22/2022	0000008499	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	3213000	4300001	025	\$ 90.51
4/22/2022	0000008500	0000000091	AVID CENTER	REGISTRATION FEES	0100	3010003	5200003	061	\$ 8,500.00
4/22/2022	0000008501	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 9,100.16
4/22/2022	0000008502	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	020	\$ 5,270.49
4/22/2022	0000008503	0000000523	DRYERASEBOARD.COM	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 1,551.60
4/25/2022	0000008504	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	5600001	070	\$ 1,616.24
4/26/2022	0000008505	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	018	\$ 780.43
4/26/2022	0000008506	004045	EDUPOINT EDUCATIONAL SYSTEMS	PROFESSIONAL SERVICES	0100	3213000	5800010	061	\$ 2,250.00
4/26/2022	0000008507	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	\$ 37.99
4/26/2022	0000008508	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	6500100	4300001	054	\$ 435.62
4/26/2022	0000008509	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	6500100	4300001	054	\$ 519.67
4/26/2022	0000008510	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500100	4300001	054	\$ 584.59
4/27/2022	0000008511	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	\$ 1,048.76
4/27/2022	0000008512	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	\$ 278.63
4/28/2022	0000008513	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300000	020	\$ 2,988.11

PURCHASE ORDER REPORT (04/05/22 - 05/04/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/28/2022	0000008514	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	\$ 776.62
4/28/2022	0000008515	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 432.90
4/28/2022	0000008517	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	018	\$ 2,082.81
4/28/2022	0000008519	0000000486	4IMPRINT, INC.	AWARDS & INCENTIVES	0100	0000002	4300000	080	\$ 679.85
4/28/2022	0000008520	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	022	\$ 814.59
4/28/2022	0000008521	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	\$ 637.70
4/28/2022	0000008522	0000000085	SUNBELT RENTALS, INC.	GROUND EQUIPMENT	0100	8150000	4400000	068	\$ 4,241.25
4/28/2022	0000008523	0000000716	POWERSCHOOL GROUP LLC	CONTRACTED SERVICES	0100	0000000	5800006	071	\$ 2,132.00
4/29/2022	0000008524	0000000863	MIGUEL DEGRACIA	CONTRACTED SERVICES	0100	0000000	5600000	050	\$ 1,800.00
4/29/2022	0000008525	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 1,653.32
4/29/2022	0000008526	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 366.25
4/29/2022	0000008527	000759	PARRON-HALL	OFFICE MATERIAL	0100	0000000	4400000	010	\$ 77,404.87
4/29/2022	0000008528	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	3213000	4300000	022	\$ 239.14
4/29/2022	0000008528	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	3213000	4400000	022	\$ 3,103.14
4/29/2022	0000008529	003143	HD SUPPLY FACILITIES	MAINTENANCE SUPPLIES	0100	3212000	4300020	080	\$ 8,258.44
5/2/2022	0000008531	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	\$ 935.00
5/2/2022	0000008532	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 1,033.50
5/2/2022	0000008532	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 4,524.00
5/2/2022	0000008532	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	\$ 11,147.00
5/2/2022	0000008533	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL MATERIAL	0100	3213000	4300001	018	\$ 2,369.67
5/2/2022	0000008534	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	016	\$ 650.64
5/2/2022	0000008535	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	016	\$ 390.65
5/3/2022	0000008536	002938	PAR	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 101.29
5/3/2022	0000008537	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	\$ 5,392.92
5/3/2022	0000008538	0000000757	CORWIN	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	025	\$ 1,164.71
5/3/2022	0000008539	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 249.11
5/3/2022	0000008540	0000000505	ACCO BRANDS USA LLC	OFFICE SUPPLIES	0100	0000000	4300001	020	\$ 1,149.05
5/3/2022	0000008541	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIAL	0100	3213000	4300003	054	\$ 1,986.44
5/3/2022	0000008541	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIAL	0100	5640000	4300003	054	\$ 329.71
5/3/2022	0000008542	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 1,362.11
5/3/2022	0000008543	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 605.33
5/3/2022	0000008544	0000000363	RIFTON EQUIPMENT	INSTRUCTIONAL MATERIAL	0100	3213000	4300001	054	\$ 404.06
5/3/2022	0000008545	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	054	\$ 262.67
5/3/2022	0000008545	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500100	4300001	054	\$ 520.10
5/3/2022	0000008546	0000000634	CONSTANT CONTACT, INC.	CONTRACTED SERVICES	0100	0000000	5300000	064	\$ 1,050.00
5/3/2022	0000008547	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0490000	4300000	054	\$ 815.74
5/3/2022	0000008548	0000000438	NYHART	PROFESSIONAL SERVICES	0100	0000000	5800010	071	\$ 19,900.00
5/3/2022	0000008549	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5800006	070	\$ 500.00

Total for 0100 \$ 407,279.93

4/20/2022	0000008482	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 259.18

PURCHASE ORDER REPORT (04/05/22 - 05/04/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account	
4/21/2022	0000008490	004678	AMAZON.COM, INC.	AWARDS & INCENTIVES	1200	6105000	4300444	076	\$	741.00
4/21/2022	0000008493	0000000797	LEARNING GENIE INC.	CONTRACTED SERVICES	1200	5059000	5200001	076	\$	1,100.00
4/28/2022	0000008516	0000000824	THE DISCOVERY SOURCE, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$	2,714.43
4/28/2022	0000008518	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	1200	5059000	4300000	076	\$	1,525.74
5/2/2022	0000008530	004678	AMAZON.COM, INC.	AWARDS & INCENTIVES	1200	6105000	4300444	076	\$	137.64
Total for 1200									\$	6,477.99
5/4/2022	0000008550	004678	AMAZON.COM, INC.	CAFETERIA SUPPLIES	1300	5310000	4300026	085	\$	943.78
Total for 1300									\$	943.78
Grand Total									\$	414,701.70

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of April 1, 2022 through April 30, 2022 with checks #14-881039 through #14-888844 for a total expenditure of \$684,981.10 from the following sources:

General Fund - \$601,609.61

Child Nutrition Services- \$83,371.49

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of April 1, 2022 through April 30, 2022 for a total expenditure of \$684,981.10. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

684,981.10

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Expenditure Report
4/1/22-4/30/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14881039	AMBER ELLIOTT	4/4/2022	41.42	0100	MILEAGE
14882312	MRC SMART TECHNOLOGY SOLUTIONS	4/7/2022	10210.84	0100	MAINTENANCE AGREEMENT
14882313	NAUMANN HOBBS MATERIAL	4/7/2022	197.23	0100	CONTRACTED SERVICES
14882314	HORIZON DISTRIBUTORS	4/7/2022	816.83	0100	GROUPS SUPPLIES
14882315	EFRAIN IVAN MANRIQUEZ	4/7/2022	74.59	0100	MILEAGE
14882316	AARDVARK ANT & PEST CONTROL INC.	4/7/2022	1217.00	0100	CONTRACTED SERVICES
14882317	ACCO ENGINEERED SYSTEMS, INC.	4/7/2022	2331.73	0100	CONTRACTED SERVICES
14882318	WALSH & ASSOCIATES, APC	4/7/2022	688.00	0100	LEGAL FEES
14882319	LEARNING WITHOUT TEARS	4/7/2022	12475.13	0100	INSTRUCTIONAL MATERIAL
14882320	CAL PACIFIC TRUCK CENTER ,LLC	4/7/2022	6474.25	0100	CONTRACTED SERVICES
14882321	THE STEPPING STONE GROUP	4/7/2022	6376.88	0100	PROFESSIONAL SERVICES
14882322	EDTHEORY LLC	4/7/2022	17218.50	0100	PROFESSIONAL SERVICES
14882323	ELEVATED CLASSROOMS LLC	4/7/2022	450.00	0100	PROFESSIONAL SERVICES
14882324	THERAPYTRAVELERS	4/7/2022	4900.00	0100	PROFESSIONAL SERVICES
14882325	JOSE QUEZADA	4/7/2022	735.52	0100	GARNISHMENT REFUND
14882326	WAXIE SANITARY SUPPLY	4/7/2022	16326.21	0100	CUSTODIAL SUPPLIES
14882327	HAWTHORNE MACHINERY	4/7/2022	16299.45	0100	CONTRACTED SERVICES
14882328	SCHOOL SERVICES OF CALIFORNIA	4/7/2022	740.00	0100	CONTRACTED SERVICES
14882329	SOUTH BAY FENCE, INC.	4/7/2022	2575.00	0100	CONTRACTED SERVICES
14882330	OFFICE DEPOT	4/7/2022	41406.57	0100	INSTRUCTIONAL SUPPLIES
14882331	HOME DEPOT	4/7/2022	3798.99	0100	GROUPS SUPPLIES
14882332	REPUBLIC SERVICES	4/7/2022	15529.20	0100	UTILITIES
14882333	RANCHO SAN DIEGO NURSERY INC	4/7/2022	509.76	0100	GROUPS SUPPLIES
14882334	A-Z BUS SALES, INC.	4/7/2022	118.88	0100	CONTRACTED SERVICES
14882335	PROFESSIONAL TUTORS OF AMERICA	4/7/2022	180.00	0100	PROFESSIONAL SERVICES
14882336	PEARSON	4/7/2022	1500.00	0100	CONTRACTED SERVICES
14882337	MICHAEL BAKER INTERNATIONAL	4/7/2022	3288.05	0100	PROFESSIONAL SERVICES
14882338	BATTERY SYSTEMS	4/7/2022	611.65	0100	MAINTENANCE SUPPLIES
14882339	BROADWAY AUTO GLASS	4/7/2022	170.00	0100	TRANSPORTATION SUPPLIES
14882340	OPTIMUM FLOORCARE	4/7/2022	13.03	0100	GROUPS SUPPLIES
14882341	AUTO UPHOLSTERY MASTERS	4/7/2022	637.50	0100	CONTRACTED SERVICES
14882342	SOUTH BAY COMMUNITY SERVICES	4/7/2022	13413.38	0100	CONTRACTED SERVICES
14883553	VECTOR USA	4/11/2022	7611.65	0100	PROFESSIONAL SERVICES

Expenditure Report
4/1/22-4/30/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14883554	CSM CONSULTING INC.	4/11/2022	1500.00	0100	CONTRACTED SERVICES
14883555	PIONEER HEALTHCARE SERVICES LLC	4/11/2022	8739.36	0100	PROFESSIONAL SERVICES
14883556	AcademiCognitive Connections	4/11/2022	4160.00	0100	PROFESSIONAL SERVICES
14883557	ACADEMIC SUPPLIER	4/11/2022	969.76	0100	OFFICE SUPPLIES
14883558	SOUND THERAPIES, INC	4/11/2022	10170.72	0100	CONTRACTED SERVICES
14883559	WILKINSON HADLEY KING &	4/11/2022	3840.00	0100	PROFESSIONAL SERVICES
14883560	SAM & ROSE STEIN EDUCATION	4/11/2022	13013.15	0100	PROFESSIONAL SERVICES
14883561	PARADIGM HEALTHCARE SERVICES	4/11/2022	3695.00	0100	PROFESSIONAL SERVICES
14883562	CURRICULUM ASSOC. INC.	4/11/2022	13239.46	0100	INSTRUCTIONAL SUPPLIES
14883563	SCHOOL SERVICES OF CALIFORNIA	4/11/2022	1925.00	0100	REGISTRATION FEES
14883564	THE INSTITUTE FOR EFFECTIVE	4/11/2022	11983.09	0100	PROFESSIONAL SERVICES
14883565	ATKINSON, ANDELSON, LOYA, RUUD	4/11/2022	358.00	0100	REGISTRATION FEES
14883566	WILLIAM V. MAC GILL & CO.	4/11/2022	2357.35	0100	MEDICAL SUPPLIES
14883567	HARBOR FREIGHT TOOLS	4/11/2022	271.86	0100	MAINTENCE SUPPLIES
14883568	ROCHESTER 100 INC.	4/11/2022	3107.75	0100	INSTRUCTIONAL SUPPLIES
14883569	VALLEY INDUSTRIAL SPECIALTIES	4/11/2022	458.32	0100	MAINTENANCE SUPPLIES
14883570	TEAMTALK NETWORK	4/11/2022	397.80	0100	MAINTENANCE AGREEMENT
14883571	ANYTIME SIGN SOLUTION, INC	4/11/2022	101.55	0100	MAINTENANCE SUPPLIES
14883572	GALLAGHER BENEFIT SERVICES, INC	4/11/2022	459.00	0100	PROFESSIONAL SERVICES
14883573	THE BATTERY PLACE	4/11/2022	478.50	0100	TRANSPORTATION SUPPLIES
14883574	FOLLETT SCHOOL SOLUTIONS,INC	4/11/2022	329.09	0100	LIBRARY SUPPLIES
14883575	SPARKLETTS	4/11/2022	338.50	0100	CONTRACTED SERVICES
14883576	ABA EDUCATION FOUNDATION	4/11/2022	4475.25	0100	PROFESSIONAL SERVICES
14883577	XEROX CORPORATION	4/11/2022	5010.44	0100	MAINTENACE AGREEMENT
14884690	CORODATA RECORDS MANAGEMENT, INC.	4/14/2022	179.36	0100	CONTRACTED SERVICES
14884691	P.I.P.S.	4/14/2022	71370.25	0100	CONTRACTED SERVICES
14884692	VECTOR USA	4/14/2022	7992.52	0100	PROFESSIONAL SERVICES
14884693	SDSU RESEARCH FOUNDATION/NCUST	4/14/2022	8750.00	0100	PROFESSIONAL SERVICES
14884694	ACADEMIC SUPPLIER	4/14/2022	2014.19	0100	OFFICE SUPPLIES
14884695	KAMI	4/14/2022	198.00	0100	INSTRUCTIONAL MATERIAL
14884696	JACKSON AND BLANC	4/14/2022	64417.15	0100	CONTRACTED SERVICES
14884697	RANCHO COASTAL SPEECH THERAPY, INC	4/14/2022	2250.00	0100	PROFESSIONAL SERVICES
14884698	HAWTHORNE MACHINERY	4/14/2022	2205.16	0100	CONTRACTED SERVICES

Expenditure Report
4/1/22-4/30/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14884699	SOUTH BAY FENCE, INC.	4/14/2022	2185.00	0100	CONTRACTED SERVICES
14884700	WIRELESS PRO'S	4/14/2022	91.55	0100	MAINTENANCE SUPPLIES
14884701	CALIFORNIA DEPT. OF JUSTICE	4/14/2022	441.00	0100	CONTRACTED SERVICES
14884702	RANCHO SAN DIEGO NURSERY INC	4/14/2022	782.24	0100	GROUPS SUPPLIES
14884703	AUDIOMETRICS	4/14/2022	287.03	0100	MEDICAL SUPPLIES
14884704	ASELTINE SCHOOL	4/14/2022	6471.15	0100	PROFESSIONAL SRVICES
14884705	PERMA BOUND PUB.	4/14/2022	3401.75	0100	INSTRUCTIONAL SUPPLIES
14884706	BLACKIE'S TROPHIES & AWARDS	4/14/2022	78.30	0100	OFFICE INCENTIVES
14884707	APPLE INC	4/14/2022	500.00	0100	INSTRUCTIONAL SUPPLIES
14884708	I B TROPHIES & AWARDS	4/14/2022	104.52	0100	CONTRACTED SERVICES
14884709	CORTES TOWING	4/14/2022	770.00	0100	CONTRACTED SERVICES
14884710	AT&T	4/14/2022	6892.45	0100	UTILITIES
14884711	CASA DE PUEBLO	4/14/2022	90.00	0100	PROFESSIONAL SWRVICES
14884712	ACE COOLING & FREEZING	4/14/2022	1970.08	0100	CONTRACTED SERVICES
14884713	R&R CONTROLS INC	4/14/2022	1045.00	0100	MAINTENANCE SUPPLIES
14884714	AMERI-MEX PLUMBING INC	4/14/2022	1250.00	0100	CONTRACTED SERVICES
14885593	MAXIM HEALTHCARE SERVICES, INC	4/18/2022	21102.36	0100	PROFESSIONAL SERVICES
14885594	CODEMONKEY STUDIOS INC.	4/18/2022	150.00	0100	INSTRUCTIONAL MATERIAL
14885595	CAPITOL ADVISORS GROUP, LLC	4/18/2022	2000.00	0100	PROFESSIONAL SERVICES
14885596	ACCO ENGINEERED SYSTEMS, INC.	4/18/2022	1150.00	0100	CONTRACTED SERVICES
14885597	DALE SCOTT & COMPANY, INC.	4/18/2022	5500.00	0100	PROFESSIONAL SERVICES
14885598	DATA RECOGNITION CORPORATION	4/18/2022	280.25	0100	INSTRUCTIONAL MATERIAL
14885599	O'DAY CONSULTANTS, INC	4/18/2022	2045.00	0100	CONTRACTED SERVICES
14885600	LESSONPIX, INC.	4/18/2022	36.00	0100	INSTRUCTIONAL MATERIAL
14885601	EWING IRRIGATION	4/18/2022	2281.37	0100	GROUND SUPPLIES
14885602	SMART & FINAL	4/18/2022	1113.97	0100	OFFICE REFRESHMENTS
14885603	CALIFORNIA FINANCIAL SERVICES	4/18/2022	10000.00	0100	CONTRACTED SERVICES
14886432	AMBER ELLIOTT	4/21/2022	41.42	0100	MILEAGE
14886433	KARINA VICTORINO	4/21/2022	65.75	0100	MILEAGE
14886435	DAVID FARKAS	4/21/2022	29.51	0100	REIMBURSEMENT
14887662	DENISE VILLEZCAS	4/25/2022	28.28	0100	REIMBURSEMENT
14888838	WEX BANK	4/28/2022	5714.93	0100	OPERATIONAL SERVICES
14888839	SAN DIEGO GAS & ELECTRIC	4/28/2022	73081.37	0100	UTILITIES

Expenditure Report
4/1/22-4/30/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14888840	TIFCO INDUSTRIES	4/28/2022	2122.05	0100	MAINTENANCE SUPPLIES
14888841	WALMART	4/28/2022	471.99	0100	INSTRUCTIONAL SUPPLIES
14888843	J&B MATERIALS	4/28/2022	1349.58	0100	MAINTENANCE SUPPLIES
14888844	AMAZON.COM, INC.	4/28/2022	6992.89	0100	INSTRUCTIONAL SUPPLIES
Total Fund 01			\$ 601,609.61		
14886431	GOLD STAR FOODS	4/21/2022	38322.34	1300	CAFETERIA FOODS
14886434	SYSCO SAN DIEGO INC.	4/21/2022	642.62	1300	CAFETERIA FOOD
14886436	EL POLLO GRILL INC	4/21/2022	1478.80	1300	CAFETERIA CATERING
14886437	HOLLANDIA DAIRY INC.	4/21/2022	21453.78	1300	CAFETERIA FOOD
14886438	ECOLAB	4/21/2022	528.89	1300	CONTRACTED SERVICES
14886439	SAFEWAY INC. -VONS DIVISION	4/21/2022	7.59	1300	CAFETERIA FOOD
14886440	CALIFORNIA DEPARTMENT OF	4/21/2022	71.25	1300	CONTRACTED SERVICES
14886441	ACE COOLING & FREEZING	4/21/2022	4192.51	1300	CONTRACTED SERVICES
14886442	AMERICAN PRODUCE DISTRIBUTORS	4/21/2022	4812.30	1300	CAFETERIA FOOD
14887663	P&R PAPER SUPPLY COMPANY, INC.	4/25/2022	5375.30	1300	CAFETERIA PAPER GOODS
14887664	BEST BUY	4/25/2022	4263.68	1300	CAFETERIA EQUIPMENT
14888842	ACE COOLING & FREEZING	4/28/2022	2222.43	1300	CONTRACTED SERVICES
Total Fund 13			\$ 83,371.49		
Grand Total			\$ 684,981.10		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF
AUTHORITY LIMITS

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17604 and Resolution No. 21/22-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2021-22 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:

Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2023 Budget?

☒ Yes ☐ No

Requisition #

See attached

(Amount)

Various Funding Sources

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION					
May 19, 2022					
	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	806 Technologies, Inc.	Title1Crate Power UP Support Packet (2022-23)	\$3,000.00	General	Gonzalez
2	Advancement Via Individual Determination (AVID) Center	AVID Program (2022-23)	\$20,423.00	Supplemental & Concentration	Gonzalez
3	CASBO	CASBO Organizational Membership (2022-23)	\$3,500.00	General	Adrianzen
4	Explore Learning, LLC	Agreement for the Gizmos online solution science program for middle schools. (2022-23)	\$4,108.00	Supplemental & Concentration	Gonzalez
5	Fleet Science Center	Agreement to provide the "Fantastic Forces" workshop to fourth grade students at all elementary schools. (2021-22)	N/A	N/A	Gonzalez
6	Follett School Solutions LLC	Agreement for the Destiny Library Management Software license renewals. (2022-23)	\$11,537.00	Supplemental & Concentration	Gonzalez
7	Gerber Life Insurance Company	Agreement to offer parents optional student insurance for covered school-related activities. Related to BP 5143. (2022-23)	N/A	N/A	Adrianzen
8	Grand Canyon University	Agreement to participate in the Learning and Serving (PPLS) Program. (2022-27)	N/A	N/A	Olea
9	Gustavo Lopez	Provide DJ services during Vista Del Mar Middle School's 8th grade promotion dance to be held on May 25, 2022 at the Waterfront Grill at Pier 32 (off-site location).	\$500.00	ASB Funds	Gonzalez/Cevallos
10	Our Lady of Mt. Carmel School	Title III Funding and Services (2021-22)	\$22,392.00	Title III	Gonzalez
11	Nearpod Inc.	License agreement for the renewal of the Nearpod Program at SYMS. (2022-23)	\$5,871.00	Title I	Gonzalez/Bojorquez
12	Photo Glam Booth LLC	Provide photobooth services during Vista Del Mar Middle School's 8th grade promotion dance to be held on May 25, 2022 at the Waterfront Grill at Pier 32 (off-site location).	\$565.00	ASB Funds	Gonzalez/Cevallos
13	PowerSchool Group LLC	Master Services Agreement to provide access to the MySchool Locator Software License. (2021-2023)	\$2,132.00	General	Adrianzen/Lewis
14	Ramiro Hernandez Jr.	Provide DJ services during SYMS 8th grade promotion dance to be held on May 19, 2022 at the California Yacht Club Marina-Chula Vista LLC (off-site location).	N/A	N/A	Gonzalez/Bojorquez
15	TPT School Access	Renewal of the Teachers Pay Teachers 1-year subscription for VDM. (2022-23)	\$2,400.00	Title I	Gonzalez/Cevallos
16	Waterfront Grill at Pier 32	Agreement to occupy and use of facilities for the VDM 8th grade promotion dance to be held on May 25, 2022.	\$5,070.00	ASB Funds	Gonzalez/Cevallos
17	Topcopper/West Coast Bug Sweep	Agreement to provide security survey of the District's premises. (2021-22)	\$18,000.00	General	Adrianzen

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE TITLE1CRATE
POWER UP SUPPORT PACKET

BACKGROUND INFORMATION:

806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate, and manage Federal compliance using Title1Crate and Plan4Learning so districts are prepared for State and Federal Compliance Monitoring.

Educational Services would like to purchase a Title1Crate Power Up Support packet in preparation for the next Federal Program Monitoring. Packet includes 20 hours of support for FPM reviews at \$150.00 per hour.

RECOMMENDATION:

Approve the service agreement with 806 Technologies, Inc. for the Title1Crate Power UP Support packet during the 2022-23 school year at the total cost of \$3,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #8: Support personnel for State and Federal Programs to ensure data analysis, program effectiveness and evaluation, and progress monitoring of unduplicated students to support academic acceleration. – Action 17: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies.

Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

\$3,000.00

(Amount)

General fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

806 TECHNOLOGIES, INC.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024
(877) 331-6160x3
accounting@806technologies.com

806 | Technologies

Quote

ADDRESS

Luis Ramos
San Ysidro School District (CA)
4350 Otay Mesa Rd
San Ysidro, CA 92173

QUOTE # 5911

DATE 04/29/2022

ACTIVITY	QTY	RATE	AMOUNT
Title1Crate Power Up Support Title1Crate Power Up Support ~ Support for FPM Reviews ~ \$150 per hour ~ 20 hours	20	150.00	3,000.00

This estimate is for the 2022-23 school year.

TOTAL

\$3,000.00

Accepted By

Accepted Date

Marilyn Adrianzen, CBO

Board approved: _____

Site Terms of Use

1. User's Acknowledgment and Acceptance of Terms

806 Technologies, Inc. (referred to as “us” or “we”) provides the 806technologies.com site and various related services (together referred to as this “site”) subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Use”), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of June 1st, 2015. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Services

We make various services available on this site including, but not limited to web-based applications and free trial registration in connection with: (i) school campus and school district improvement-plan software to assist educators in identifying needs, setting goals, maintaining accountability, and supporting state and federal mandates for improved student learning and achievement; (ii) technology that creates a central point for reporting and tracking incidents of school bullying online; and (iii) technology to store and track school documents. The site also includes access to an application creation platform designed to help school administrators create and manage mobile apps for their school or district. Certain fees in connection with training features of our services are disclosed on this site. Please contact us for information concerning fees for all other services and software we provide. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”) and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

4. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data, or other information – that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

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In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. Third Party Sites and Information

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

6. Intellectual Property Information

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of 806 Technologies, Inc. and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials

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Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the twelve-month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

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SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

12. Email Services

We may make email services available to users of our site, either directly or through a third-party provider. We will not inspect or disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

13. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted to our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge

that we reserve the right to log off accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

We provide storage space and access for material through our site. For purposes of these Terms of Use, “material” refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in “Your Conduct on the Site” above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the site as your only storage facility. You should preserve backup copies of any digital data, information or other materials that you have uploaded. You agree not to hold us for any damage to, any deletion of or any failure to store your files, data or Registration Data.

14. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

15. Export Controls

Software available on or through this site is subject to United States Export Controls. No software from this site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

16. International Use

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17. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection therewith. Sections 1, 3, 4-10, 13, and 17-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination. 5760 Legacy Drive Ste B3-176

18. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Collin County.

19. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of info@806technologies.com. if by email, or at 806 Technologies, Inc., 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

20. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

21. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

22. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by 806 Technologies, Inc., a Texas corporation, located at 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024. Our telephone number is 877.331.6160.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services ☒ Informational
Cynthia Gonzalez, Executive Director ☐ Action

AGENDA ITEM: AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL
DETERMINATION (AVID) CENTER

BACKGROUND INFORMATION:

The San Ysidro School District is renewing its agreement with the Advancement Via Individual Determination (AVID) Program. AVID is a college readiness program for students focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators, and counseling staff. AVID is an effective component of the San Ysidro School District's commitment to The Compact for Success.

The AVID Program is offered to students at San Ysidro and Vista Del Mar Middle Schools. The District Director, site administrators as well as the site AVID coordinators will continue to collaborate to maintain this program at both middle schools.

The products and services included in this agreement are:

District	Middle Schools
• AVID Excel Coaching Sessions and Professional Development • AVID Summer Institute for District Director	• AVID Membership Fees Secondary • AVID Excel Benefit Package • AVID Summer Institute for four participants

RECOMMENDATION:

Approve the agreement with the Advancement Via Individual Determination (AVID) Center for the 2022-23 school year with a cost of \$20,423.00 to be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #7: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as college readiness and STEM. In addition, middle schools will offer electives such as AVID, Computer Science (PLTW), Spanish, VAPA, and programs such as Gifted and Talented Education (GATE). Elementary schools will also offer the GATE and PLTW programs. These programs promote equal access for all students, including unduplicated students and students with disabilities.

☒ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

\$20,423.00

(Amount)

Supplemental & Concentration Funds

(Name of funding source and/or location)

Recommended for: ☒ **Approval** ☐ **Denial** Certification Requested ☐ **Yes** ☐ **No**

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-83578
 Client: San Ysidro School District
 Address: 4350 Otay Mesa Rd
 San Ysidro, CA 92173

AVID Center Representative: Grecia Saavedra
 Phone: {858} 654-5015
 Email: gsaavedra@avid.org

Effective Date: July 01, 2022

Expiration Date: June 30, 2023

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Excel Coaching Sessions and Professional Learning	\$5,600.00	\$0.00	\$5,600.00
1	AVID Summer Institute	\$950.00	\$75.00	\$875.00
District Products SUBTOTAL:				\$6,475.00

San Ysidro Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$4,199.00
1	AVID EXCEL Benefit Package	\$1,025.00	\$0.00	\$1,025.00
2	AVID Summer Institute	\$950.00	\$150.00	\$1,750.00
San Ysidro Middle School SUBTOTAL:				\$6,974.00

Vista Del Mar Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$0.00	\$4,199.00
1	AVID EXCEL Benefit Package	\$1,025.00	\$0.00	\$1,025.00
2	AVID Summer Institute	\$950.00	\$150.00	\$1,750.00
Vista Del Mar Middle School SUBTOTAL:				\$6,974.00

TOTAL: \$20,423.00

plus all applicable taxes

Additional Comments:

N/A

Quote/Order
 2022 - 2023 San Ysidro School District Drafted: 04/27/2022

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the “Client” identified above. This Quote/Order and any exhibits or attachments hereto, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center’s Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute (“SI”) equal to the minimum core site team described herein, unless AVID Center agrees to a lesser number on this Quote/Order. If AVID DigitalXP (“DigitalXP”) is taken instead of SI, prices will be adjusted accordingly upon completion of the training event. Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order.

No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any SI/DigitalXP registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center’s invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

San Ysidro School District

By: _____
Print
Name: _____

Title: _____

Date: _____

Email: contracts@avid.org

By: _____
Print
Name: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Email: marilyn.adrianzen@sysdschools.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Board approved: _____

EXHIBIT TO AVID CENTER GENERAL TERMS AND CONDITIONS

COVID-19 SPECIFIC PROVISIONS

1. Client's Representations and Warranties. Client makes the following representations and warranties with respect to SARS-CoV-2:

a. It has in effect policies and protocols designed to prevent the spread of COVID-19 and protect Client and its affiliates, and their respective employees, contractors and vendors, from contracting or spreading COVID-19 ("COVID-19 Policies");

b. It has made an independent review of all federal, state, and local statutes and regulations (the "COVID-19 Rules") applicable to the participation of Client and its affiliates in any training program, meeting or other event contemplated under the Agreement and the COVID-19 Policies fully comply with the COVID-19 Rules;

c. It remains up-to-date on the COVID-19 Rules and Client updates and implements the COVID-19 Policies to reflect changes to the COVID-19 Rules, as necessary; and

d. It has made its affiliates and their employees aware of the COVID-19 Policies and it is solely responsible for implementation of the COVID-19 Policies.

2. Limitation of Liability. CLIENT IS AWARE OF THE CURRENT, ONGOING GLOBAL COVID-19 PANDEMIC AND UNDERSTANDS THAT THERE EXIST INHERENT RISKS ASSOCIATED WITH HOSTING AND/OR ATTENDING IN-PERSON EVENTS, INCLUDING CONTRACTING OR PROMOTING THE SPREAD OF COVID-19. CLIENT AGREES THAT ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, PARTICIPATE IN ANY EVENT CONTEMPLATED IN THE AGREEMENT (THE "EVENT(S)") AT THEIR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CLIENT AGREES THAT AVID CENTER IS NOT LIABLE FOR THOSE WHO MIGHT CONTRACT OR SPREAD THE COVID-19 VIRUS (OR ANY VARIANT THEREOF) AS A RESULT OF OR FOR ANY REASON RELATED TO ATTENDING OR PARTICIPATING IN ANY OF THE EVENT(S). CLIENT RELEASES AVID CENTER FROM ALL LIABILITY ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 BY EMPLOYEES OF CLIENT OR ANY OF ITS AFFILIATES ATTENDING OR PARTICIPATING IN ANY OF THE EVENT(S).

3. Indemnification. Client covenants and agrees to defend, indemnify and hold harmless AVID Center from any and all claims and suits and resulting liabilities, damages, costs and expenses, including reasonable attorneys' fees and court costs, AVID Center may incur arising out of or related to exposure to COVID-19 by employees of Client or its affiliates attending or participating in any of the Event(s).

4. Survival. The provisions of this Exhibit shall survive expiration or any termination of the Agreement.

5. General. Notwithstanding anything in this Agreement to the contrary, the terms of this Exhibit will supersede, replace and control over all conflicting terms in (a) elsewhere in this Agreement or any Subsequent Quote/Order, or any amendments thereto, (b) any and all terms pre-printed or otherwise on any invoices, business forms, purchase or other orders, proposals, quotations and other related documents, and (c) any electronic agreements contained in or required to access or use the Services, or otherwise provided by AVID Center. This order of precedence replaces and controls over any other or conflicting order of precedence elsewhere in this Agreement.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: CASBO ORGANIZATIONAL MEMBERSHIP FOR 2022-2023

BACKGROUND INFORMATION:

The California Association of School Business Officials (CASBO) provides a very rich menu of learning experiences allowing staff to take advantage of gaining knowledge in many areas in a concentrated period of time. More than 160 workshops are conducted to provide insights and training on the most compelling and current issues. Areas of budgeting, financing, facility, maintenance, child nutrition and transportation are covered.

The District would like to empower its employees with the capacity-building tools needed for day-to-day business practices. The District will benefit by attending professional development workshops and leadership opportunities at a discounted cost

RECOMMENDATION:

Approve the District's Organizational Membership to the California Association of School Business Officials (CASBO) for fiscal year 2022-23 at a cost of \$3,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$3,500.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No



Renewals

Invoice #: 000186887

Invoice Due Date: 7/1/2022

Total Amount Due: \$3,500.00

San Ysidro SD
Attn: Accounts Payable
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617

Line Description	Amount
Organizational Subscription (FY 22-23)	\$3,500.00

SYSD Board approved: _____

Marilyn Adrianzen, CBO

Balance Due: \$3,500.00

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos

☐ Informational

☒ Action

AGENDA ITEM: AGREEMENT WITH GUSTAVO LOPEZ

BACKGROUND INFORMATION:

The Vista Del Mar Middle School's Associated Student Body (ASB) hosts a dance for approximately 200 8th graders that will be promoting to High School. This year, the ASB voted and approved to have their 8th grade dance off site at The Waterfront Grill at Pier 32 in National City. The date of the event is planned for Wednesday, May 25, 2022 from 4:00 to 8:00 p.m.. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The ASB has approved the expense to have a DJ during their event. The cost implication for this Agreement is \$500.00.

RECOMMENDATION:

Approve/Ratify the agreement with Gustavo Lopez, an independent contractor, to provide DJ services at The Waterfront Grill at Pier 32 for the Vista Del Mar Middle School's 8th grade promotion dance to be held on Wednesday, May 25, 2022 at an estimated cost of \$500.00 from the Vista Del Mar Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes

☐ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes

☐ No

Requisition #

\$500.00

(Amount)

ASB Funds

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CRE SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on May 13, 2022 by and between **GUSTAVO LOPEZ**, an Independent Contractor/ Individual, hereinafter referred to as **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on May 25, 2022 with work to be completed on or before May 25, 2022.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide DJ services during the Vista Del Mar Middle School 8 th grade event at the Waterfront Grill at Pier 32, 3201 Marina Way, National City, CA (an off-site location). See Exhibit A for rates/fees.

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance (Waived_____)
 - Release of Liability
 - Worker's Compensation Insurance (as required by law / if applicable)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form
 - Covid-19 Vaccination Proof (Addendum)
 - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.
10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

Authorized Signature

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

 DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

 Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED:

 EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the 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, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

San Ysidro School District

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION
CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony
listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

Name & Title of authorized representative (Print)

Signature: _____

Date _____

ADDENDUM

COVID-19

Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
 - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall

be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.

- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor's Initials _____

INDEPENDENT CONTRACTOR AGREEMENT

EXHIBIT A

2021-22 OFF-SITE EVENT (MAY 25, 2022)

Independent Contractor: Gustavo Lopez

It is agreed and understood between Gustavo Lopez and the San Ysidro School District that:

Contractor will be providing DJ services at an off-site location for a school-related event on May 25, 2022. The services includes setting up/taking down their own equipment to include: Sound system equipment, microphones and any other equipment/items needed for the event(s). No storage of this and/or any other equipment is allowed at the San Ysidro School District facilities or off-site facilities. *(The District is not responsible for any damage to Contractor's equipment due to unforeseen situations such as electrical outages and others that may occur during the term of this agreement.)*

Contractor agrees to only use the Facilities that are included in this agreement and will not allow any of their members/volunteers/attendees access to any other areas of the facility being used.

Contractor agrees to the events hours as discussed with District staff. The fee for the complete event will not exceed \$500.00. An Invoice will be submitted on or after the date of the event. Payment will be per agreement.

This Exhibit A is hereby incorporated into the Independent Contractor Agreement as though fully set forth. No other terms and conditions of the Agreement are changed.

In Witness Whereof, the undersigned being an authorized representative of the above mentioned Parties, execute this amendment effective on the date as signed.

CONTRACTOR

SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Representative

Gustavo Lopez, Owner

Print Name, Title

Date

Phone Number

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

(619) 428-4476

Phone Number

SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
San Ysidro Middle School
Manuel Bojorquez

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH RAMIRO HERNANDEZ, JR.

BACKGROUND INFORMATION:

The San Ysidro Mar Middle School's Associated Student Body (ASB) hosts a dance for approximately 200 8th graders that will be promoting to High School. This year, the ASB voted and approved to have their 8th grade dance off site at California Yacht Club Marina-Chula Vista LLC. The date of the event is planned for Thursday, May 19, 2022. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

DJ Ramiro Hernandez, Jr. will be providing the DJ service for this event at no cost to the District.

RECOMMENDATION:

Approve/Ratify the agreement with Ramiro Hernandez, Jr., an independent contractor, to provide DJ services at California Yacht Club Marina-Chula Vista LLC for the San Ysidro Middle School's 8th grade promotion dance to be held on Thursday, May 19, 2022 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CRE SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on May 13, 2022 by and between **RAMIRO HERNANDEZ, JR.**, an Independent Contractor/ Individual, hereinafter referred to as **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on May 19, 2022 with work to be completed on or before May 19, 2022.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide DJ services during the San Ysidro Middle School 8 th grade event at the California Yacht Club Marina-Chula Vista, LLC (an off-site location). See Exhibit A for rates/fees.

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance (Waived_____)
 - Release of Liability
 - Worker's Compensation Insurance (as required by law / if applicable)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form
 - Covid-19 Vaccination Proof (Addendum)
 - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.
10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

Authorized Signature

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

 DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

 Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED:

 EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the 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, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

San Ysidro School District

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION
CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony
listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

Name & Title of authorized representative (Print)

Signature: _____

Date _____

ADDENDUM

COVID-19

Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
 - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall

be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.

- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor's Initials _____

INDEPENDENT CONTRACTOR AGREEMENT

EXHIBIT A

2021-22 OFF-SITE EVENT (MAY 19, 2022)

Independent Contractor: Ramiro Hernandez Jr.

It is agreed and understood between Ramiro Hernandez Jr. and the San Ysidro School District that:

Contractor will be providing DJ services at an off-site location for a school-related event on May 19, 2022. The services includes setting up/taking down their own equipment to include: Sound system equipment, microphones and any other equipment/items needed for the event(s). No storage of this and/or any other equipment is allowed at the San Ysidro School District facilities or off-site facilities. *(The District is not responsible for any damage to Contractor's equipment due to unforeseen situations such as electrical outages and others that may occur during the term of this agreement.)*

Contractor agrees to only use the Facilities that are included in this agreement and will not allow any of their members/volunteers/attendees access to any other areas of the facility being used.

Contractor agrees to the events hours as discussed with District staff at no cost to the District.

This Exhibit A is hereby incorporated into the Independent Contractor Agreement as though fully set forth. No other terms and conditions of the Agreement are changed.

In Witness Whereof, the undersigned being an authorized representative of the above mentioned Parties, execute this amendment effective on the date as signed.

CONTRACTOR

SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Representative

Ramiro Hernandez, Jr., Owner
Print Name, Title

Date

Phone Number

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

(619) 428-4476
Phone Number

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Department ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: AGREEMENT WITH EXPLORELEARNING, LLC

BACKGROUND INFORMATION:

ExploreLearning was founded in 1999 by educators looking for new ways to inspire students and help them succeed. They make innovative Math and Science online solutions that are fun to use and really work, like Gizmos, Reflex and Science4US.

Gizmos are online simulations that excite curiosity and invite interaction. ExploreLearning has over four hundred Gizmos in its library covering topics and concepts in science for grades 3-12. Gizmos help students dig deeper into subjects and really understand challenging concepts with virtual labs. STEM Cases engage students with real-world problems and virtual guided-inquiry activities.

This program was implemented since 2020 and Educational Services would like to renew this purchase agreement for school year 2022-23 as recommended by our middle school Science teachers.

RECOMMENDATION:

Approve the renewal of the purchase agreement with ExploreLearning, LLC for the Gizmos online solution as a supplemental Science program for middle school students at the cost of \$4,108.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement ~Action #16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

☒ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

\$4,108.00

(Amount)

Supplemental & Concentration Fund

(Name of funding source and/or location)

Recommended for: ☒ **Approval** ☐ **Denial** Certification Requested ☐ **Yes** ☐ **No**

ExploreLearning
110 Avon Street, Suite 300
Charlottesville, VA 22902

Renewal Notice

For your ExploreLearning subscription
EL Order #: 00133567

Your subscription to the items below
will expire on: **08/31/2022**

Ship To:

Cynthia Gonzalez
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173-1685
USA

Choose your renewal term below - multi-year discounts are available!

Item # / Description	Quantity	Renewal Price
GIZMOSDISTRICT-SCIDEPT / District Gizmos Science Dept License	1040	\$4,108.00
TOTAL		\$4,108.00

Multi-Year Discounts		Savings of
3 YEARS	\$11,091.60	\$1,232.40
2 YEARS	\$7,805.20	\$410.80

EL Order #: 00133567

Renewal # of Years: (1,2 or 3 YEAR) 1
Total Renewal Price: \$4,108.00
Tax Exempt (Y/N): N

If the above price reflects sales tax and your organization should be tax-exempt, please send a current sales tax exemption certificate (including signature and date) via e-mail: sales@explorellearning.com or fax: 877-829-3039. Otherwise, **please remit total including applicable sales tax.**

Choose Method of Payment:

☒ X P.O. – Signed P.O. must be included/attached.
☐ Check – Payable to ExploreLearning
☐ Visa, MasterCard, Discover or American Express

Please send Purchase Orders via email:
sales@explorellearning.com or fax: 877-829-3039

Card Number: N/A
 Expiration Date: _____
 CVV: _____
 Name on Card: _____
 Phone: (____) _____

PLEASE NOTE: Our remittance address for checks HAS CHANGED:

ExploreLearning
PO Box 844615
Boston, MA 02284-4615

Please confirm your Primary Account Contact Name and Email: Cynthia Gonzalez (cynthia.gonzalez@sysdschools.org)
Please confirm your PD Contact Name and Email: Elizabeth.originales@sysdschools.org

Questions – call us: 866.882.4141 – Option 2

SYSD Board approved: _____

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ExploreLearning Gizmos are offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

Registering and Using ExploreLearning

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Website, you need to obtain a pass code (consisting of a username and a password. Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

Pass codes that have been issued to learning institutions or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers may share their access codes with their, spouse, children or grandchildren ("Immediate Family") only. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Website.

Using Your Account

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to support@ExploreLearning.com.

Browsers, Equipment and Accessibility

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to ExploreLearning's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the ExploreLearning website.

ExploreLearning shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that

use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to ExploreLearning's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, ExploreLearning and its affiliates will be excused from such delay or performance.

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Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. ExploreLearning (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and ExploreLearning caused by the failure for any reason of any communications facilities which User or ExploreLearning (or any of affiliate) has contracted from any public communications authority or private communications carrier.

Billing Policies

1. All subscriptions must be pre-paid annually.
2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
 - Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
 - Credit Card Billing: ExploreLearning will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to ExploreLearning for any reason, including charge back, ExploreLearning reserves the right to either suspend or terminate your access and account, thereby terminating this Agreement and all obligations of ExploreLearning hereunder, and thereafter to collect any amount due.
 - Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
 - Wire Transfers: Call (866) 882-4141 option 2 or e-mail support@ExploreLearning.com for more information
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4. Account Termination. Purchasers may terminate accounts at any time by sending a signed request to ExploreLearning via e-mail sales@ExploreLearning.com, fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.
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Miscellaneous

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration.

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The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

ExploreLearning may assign its rights and obligations under this Agreement and upon such assignment ExploreLearning may be relieved of any further obligation hereunder. You represent to ExploreLearning that you have the authority to subscribe to and/or use ExploreLearning according to the terms and conditions of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Acceptance

By using and/or subscribing to the Service, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit ExploreLearning to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

Questions

If you have any questions about this Agreement, please email us at: support@ExploreLearning.com.

SAN YSIDRO SCHOOL DISTRICT **GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: AGREEMENT WITH FOLLETT SCHOOL SOLUTIONS, LLC

BACKGROUND INFORMATION:

San Ysidro School District has been using the Follett Destiny Library Management software through Follett School Solutions, LLC since 2010. Follett Destiny is the leading library management system for K-12 schools worldwide. This software provides schools' library staff with a powerful, easy, and practical approach to streamline textbook management districtwide.

Components of this software agreement renewal include the following for all schools:

- Destiny District Member Library
- Destiny District Member Textbook
- RPS Online for AR/RC
- Standards
- TitlePeek Online Service

Educational Services is requesting approval to continue with this software for fiscal year 2022-23 with 4 year-to-year automatic renewals (2022-23 to 2026-27).

RECOMMENDATION:

Approve the agreement with Follett School Solutions, LLC for the 2022-23 Destiny Library Management Software license renewals for all schools at a cost of \$11,537.00 from the Supplemental and Concentration Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement – Action #3: Continue to utilize current data, student information, and destiny systems. Assess and evaluate systems to determine effectiveness.

☒ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

2022-2023

\$11,537.00

(Amount)

Supplemental & Concentration Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Original Invoice

Follett School Solutions, LLC
Software

Page	1
Invoice#	1470510
Invoice Date	APR 01, 2022
Sales Order#	2443874
Customer#	0469192
Customer	SAN YSIDRO SCH DIST

Bill To:
ATTN: ACCOUNTS PAYABLE
SAN YSIDRO SCH DIST
4350 OTAY MESA RD
SAN YSIDRO CA 92173

Ship To:
SAN YSIDRO SCH DIST
4350 OTAY MESA RD
SAN YSIDRO CA 92173

Purchase Order AUTORENEWAL		Sales Representative Paul, Kristine	Follett Contact	Shipping Date
Due Date		Terms	Tax ID#	Shipping Information
MAY 31, 2022		NET 60	41-1426933	-

Summary	
Send Payment To	Billed & Payable in USD
FOLLETT SCHOOL SOLUTIONS, LLC 91826 COLLECTION CENTER DR CHICAGO, IL 60693-0918	Sub Total \$11,537.00
	Tax \$0.00
	Invoice Total \$11,537.00
	Payments & Credits \$0.00
	Outstanding Balance \$11,537.00
	Amount Due as of APR 01, 2022 \$11,537.00

SYSD Board approved: _____

Billed & Payable in USD

For Prompt application of payment,
Please include Invoice #'s including alpha characters

Marilyn Adrianzen, CBO

SAN YSIDRO SCH DIST (0469192)					
Details					
Item Number / Description	Quantity	Unit Price	Ext Price	Tax	
73145P LA MIRADA ELEM SCH DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	624.92	\$624.92	\$0.00	
73144P LA MIRADA ELEM SCH DESTINY DISTRICT MEMBER TEXTBOOK LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	378.73	\$378.73	\$0.00	
67051P LA MIRADA ELEM SCH RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	194.03	\$194.03	\$0.00	
67054P LA MIRADA ELEM SCH STANDARDS RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	361.15	\$361.15	\$0.00	
67058P LA MIRADA ELEM SCH TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	144.75	\$144.75	\$0.00	
73145P OCEAN VIEW HLS SCH DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	624.92	\$624.92	\$0.00	
73144P OCEAN VIEW HLS SCH DESTINY DISTRICT MEMBER TEXTBOOK LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	378.73	\$378.73	\$0.00	

If you have any questions about this invoice, please contact us:

US: 708-884-5100 or email softwarecs@follett.comCanada: 877-857-7870 or email canada@follett.comOutside the US or Canada: email international@follett.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to
learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.13D.3
Page 45 of 133

Original Invoice

Follett School Solutions, LLC
Software



Page	2
Invoice#	1470510
Invoice Date	APR 01, 2022
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Customer	SAN YSIDRO SCH DIST

SAN YSIDRO SCH DIST (0469192)

Details

Item Number / Description	Quantity	Unit Price	Ext Price	Tax
67051P OCEAN VIEW HLS SCH RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	194.03	\$194.03	\$0.00
67054P OCEAN VIEW HLS SCH STANDARDS RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	361.15	\$361.15	\$0.00
67058P OCEAN VIEW HLS SCH TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	144.75	\$144.75	\$0.00
73145P SAN YSIDRO MDL SCH DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	624.92	\$624.92	\$0.00
73144P SAN YSIDRO MDL SCH DESTINY DISTRICT MEMBER TEXTBOOK LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	378.73	\$378.73	\$0.00
67054P SAN YSIDRO MDL SCH STANDARDS RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	361.15	\$361.15	\$0.00
67058P SAN YSIDRO MDL SCH TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	144.75	\$144.75	\$0.00
73145P SMYTHE SCH DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	624.92	\$624.92	\$0.00
73144P SMYTHE SCH DESTINY DISTRICT MEMBER TEXTBOOK LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	378.73	\$378.73	\$0.00
67051P SMYTHE SCH RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	194.03	\$194.03	\$0.00
67054P SMYTHE SCH STANDARDS RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	361.15	\$361.15	\$0.00
67058P SMYTHE SCH TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	144.75	\$144.75	\$0.00
73145P SUNSET SCH DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	624.92	\$624.92	\$0.00
73144P SUNSET SCH DESTINY DISTRICT MEMBER TEXTBOOK LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	378.73	\$378.73	\$0.00
67051P SUNSET SCH RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	194.03	\$194.03	\$0.00

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Canada: 877-857-7870 or email canada@follett.com

Outside the US or Canada: email international@follett.com

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Page 46 of 133

Original Invoice

Follett School Solutions, LLC
Software



Page	3
Invoice#	1470510
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Details

Item Number / Description	Quantity	Unit Price	Ext Price	Tax
67054P SUNSET SCH STANDARDS RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	361.15	\$361.15	\$0.00
67058P SUNSET SCH TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	144.75	\$144.75	\$0.00
73145P VISTA DEL MAR MDL SCH DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	624.92	\$624.92	\$0.00
73144P VISTA DEL MAR MDL SCH DESTINY DISTRICT MEMBER TEXTBOOK LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	378.73	\$378.73	\$0.00
67054P VISTA DEL MAR MDL SCH STANDARDS RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	361.15	\$361.15	\$0.00
67058P VISTA DEL MAR MDL SCH TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	144.75	\$144.75	\$0.00
73145P WILLOW SCH DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	624.92	\$624.92	\$0.00
73144P WILLOW SCH DESTINY DISTRICT MEMBER TEXTBOOK LICENSE RENEWAL: JUN 01, 2022 - MAY 31, 2023	1	378.73	\$378.73	\$0.00
67051P WILLOW SCH RPS ONLINE FOR AR / RC RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	194.03	\$194.03	\$0.00
67054P WILLOW SCH STANDARDS RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	361.15	\$361.15	\$0.00
67058P WILLOW SCH TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER: JUN 01, 2022 - MAY 31, 2023	1	144.75	\$144.75	\$0.00
Sub Total			\$11,537.00	

End of Invoice

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Outside the US or Canada: email international@follett.com

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Terms of Use - Follett School Solutions

Effective March 21, 2019
Last Updated September 1, 2021

San Ysidro School District
Term: 2022-23 to 2026-27

Welcome to the U.S. websites, features, applications, store kiosks, widgets or online services that are owned or controlled by Follett School Solutions, LLC, or any affiliate or subsidiary companies ("Follett School Solutions," "we," or "us"), including, but not limited to, folletlearning.com, follettclassroom.com, follettcommunity.com, fes.follett.com, gofollett.com, titlewave.com, follettDestinyExpress.com, and all other online services or offerings (collectively, "Services") that post a link to these Terms of Use ("Terms"). The Services include online resources, Services, community forums, and contests or sweepstakes offered or operated by Follett School Solutions.

1. Terms of Use:

These Terms apply to all users of the Services, but depending on the Services used by you, not all Terms may be applicable. As a user of the Services ("you" or "your"), you agree that these Terms are a binding contract that applies to all of your use of the Services and the products you purchase through the Services. You agree that you will comply with these Terms. If you do not agree with these Terms, you should not use our Services. Consent to receive text messages is not a condition of purchase.

These Terms are effective as of the effective date identified above. These Terms are subject to change, without notice, so we encourage you to periodically review the Terms posted on the Services. Any changes will be posted on this site, become effective immediately and will govern the use of the Services, and purchases made through the Services.

Additional or different terms may apply to some offerings on our Services, such as return policies for certain products or Services, contests, or sweepstakes. Those terms will be posted on the Services in connection with the relevant offering. If the other terms are inconsistent with these Terms, the other terms will govern for the relevant offering.

The Services may contain links to goods, services or content, including third-party stores where products may be available for purchase that are not under Follett School Solutions' control. The information presented is made available solely for general informational purposes only. Follett School Solutions is not responsible for the content of those offerings and will not be liable for any damages or loss caused by your use of or reliance on such goods and services or content. You should be aware that different terms may apply to your use of those offerings and we are not responsible for purchases you make, and additional or different purchase terms may apply.

2. Restrictions on Use of Services:

By using the Services, you represent to us that you are (1) at least 18 years of age or are using the Services under the supervision of your parent or guardian, (2) able to enter into a binding contract, and (3) using the Services only as they are intended. All other use of the Services is prohibited.

3. Standards of Conduct:

To maintain the integrity of our Services and the user experience of all users of the Services, you agree not to misuse our Services or their content. For example, you must not do (or try to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt, interfere or attempt to disrupt or interfere with the normal operation and navigation of the Services or the availability of the Services to other users.
- Circumvent any measures we use to limit access to the Services or particular content available on the Services.
- Access the Services using any unauthorized "robot," "spider," "scraper" or other automated means.
- Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.

- Display the Services, or any of their content, in a “frame,” in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Make any commercial use of the Services or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to the Services from any commercial website, or maintain any other link that we ask you to remove.
- Transmit to or through the Services any viruses, spyware, adware or other harmful code.
- Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the Services.
- Use the Services to advertise or promote any goods or services other than ours.
- Use the Services to transmit or collect personal information about other users.
- Use the Services, or any content from the Services, to advertise or solicit for any other person, entity or cause, or otherwise to compete with us or act illegally or maliciously against our business interests or reputation.

If you violate this Section, we may terminate your access to the Services, take other remedial actions, and seek any remedies permitted by law.

Confidentiality. You may, depending on your relationship with us, your use of the Services, or the types of transactions you engaged in with us,, come into contact with confidential information of Follett School Solutions, including, but not limited to, trade secrets, methods, details about the Services or products offered, and business or marketing plans (“Confidential Information”). The Confidential Information is owned solely by Follett School Solutions and is considered to be proprietary and confidential. You agree to hold the Confidential Information in strict confidence and take reasonable measures to keep it secure. Your agreements contained in this paragraph shall survive the termination your account, your use of the Services, and/or the expiration of these Terms.

4. Accounts:

Some of our Services offer you the opportunity to create a user account to access additional functionality such as making online purchases, or may require you to establish a user account to utilize a Service. This Section, “Accounts,” establishes additional terms that apply to such accounts.

You may only create and hold one account for each of the Services, and you may not use anyone else’s account. When we request information from you to set up an account, you must provide us with accurate and complete information. You also must update your account when information you have provided to us changes. To update your account information, click on the “Account” link or other applicable account settings on the relevant Services.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and you must not permit use of your account by anyone else. You accept responsibility for all activities that occur under your account, including product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

You authorize us to use the contact information you provide us to communicate with you about your orders and our Services and products. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, through posting or email, satisfy any legal requirement that such communications be in writing. You may opt out of receiving marketing e-mails from us by following the opt-out instructions provided to you in those e-mails.

We provide most of our products and services (e.g., Destiny, Aspen, IB Store, Axis 360) to end-users of an organization as a 'data processor' on behalf of our clients (i.e., school districts, schools, libraries, and businesses). A data controller is a person, company, or other body that determines the purpose and means of personal data processing (this can be determined alone, or jointly with another person/company/body). It also means that **your organization's privacy statement governs** the use of your personal information (instead of ours). Please read your organization's privacy statement. Your organization determines what information we collect through our products, services and how it is used. We process your information according to your organization's instructions and the terms of our contracts with your organization. By using

the Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

We reserve the right to terminate your access to your account at any time, without notice, in our sole discretion for any or no reason, including but not limited to inactivity or misuse. If access to your account is terminated, you may lose access to any information stored in connection with your account, and any promotional account credits and any other forms of value that may be associated with your account. Upon termination, these Terms shall continue to apply to any other use of the Services that you are permitted to make.

You may disable your account at any time by contacting a customer service representative of the applicable Service. Your account will only be disabled after you have returned all books that have been rented to you (if any) and all transactions have been processed including payment of assessed penalties or the cashing of any refund check.

5. Mobile Services:

Some of the Services may have features of the Services targeted to users of wireless devices ("Mobile Features"), including an SMS and/or MMS messaging program ("Messaging Program"). Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged.

By signing up for a Messaging Program, you agree to receive up to five (5) SMS and/or MMS messages per week. We may use autodialer or non-autodialer technology to send the text messages described above to the mobile phone number you use to opt in. Consenting to receive SMS and/or MMS messages is not a condition of purchase. Message and data rates may apply. Depending on your text plan you may be charged by your carrier. The service is a recurring message program.

To stop receiving messages, reply **STOP** to any message received. Once your telephone number is removed from our system, you will receive a final confirmation message and no further messages will be sent to your cell phone or mobile device.

By signing up for a Mobile Service, you agree that we may communicate with you (including, without limitation, by way of third-party messaging services) via SMS and/or MMS messaging to your mobile phone or device, and that certain information about your usage of the Mobile Service may be communicated to us. In the event you change or deactivate your mobile phone number, you agree to promptly update your account information to ensure that our messages intended for you are not sent to the person who acquires your old number. By signing up for a Mobile Service, including any Messaging Program, you agree to all of the other Terms laid out herein, including, but not limited to, Section 13 (Arbitration/Choice of Law) and Section 14 (Disclaimer/Limitation of Liability). You also agree to be bound by our [Privacy Policy](#). Carriers are not liable for delayed or undelivered messages.

6. Purchases:

Some of our Services offer you the opportunity to order products. This Section, "Purchases," states additional terms that apply to such orders.

Product Availability. Not all products are available in all styles, sizes, and colors.

Pricing and Availability. When you order a product, the price will be made clear during the order process. All prices are in U.S. Dollars, except where otherwise noted. You agree to pay the price that is stated in your order, as well as any applicable taxes and shipping expenses, where applicable. While we try to provide accurate pricing information on our Services, a price stated on a Service occasionally may be in error. If in processing your order we determine that the correct price is less than the stated price, we will charge you the lower price. If we determine that the correct price is higher than the stated price, we are not obligated to fulfill your order at the stated price. We will attempt to notify you using the contact information provided in connection with your order, and we will give you the choice to cancel your order or pay the correct price.

We cannot guarantee that all items displayed will be in stock at the time of your order. With respect to items rented through our website, we cannot confirm the price of an item until you place an order.

Product Descriptions. We try to be accurate when we describe and depict products on our Services. However, with regard to clothing, certain measures and other descriptions are only approximate. We also cannot guarantee that images we provide will be displayed properly on your device, or that our product descriptions and images, including depictions of color, texture and proportions, will always be complete, reliable, current and error-free. If you purchase a product from one of our Services that you believe is not as described or depicted, you may return it to the extent provided in the applicable return policy described below.

Taxes. Rentals and purchases through the Services may be subject to taxes in certain states. Depending on your state and the nature of the product or service you receive from us, you may incur rental tax, sales tax and/or use tax. Tax rates are different from state to state. You are responsible for paying all such taxes.

Discounts and Promotions. The specific terms of any discounts or other promotions are stated at the time they are offered. Promotions cannot be combined unless we specifically state otherwise. Eligibility for any promotions is determined at the time of your order.

Clearance Items. Products designated as “clearance” items will not return to higher, prior selling prices, but the same items may have been offered previously at or below the current price. Clearance items may (1) be available in limited quantities and sizes, (2) remain on the Services for only short times, and (3) be unavailable in stores. Clearance items are not returnable or refundable.

Ordering. When you click the “Place Order” button on a Service, you make an offer to buy the relevant products. While we may confirm receipt and processing of orders by email, such confirmation does not constitute our acceptance of your order. We cannot guarantee that all items displayed on your order confirmation will be in stock at the time your order is shipped. We reserve the right to reject or cancel any order, in whole or in part, at any time prior to shipping. If we do, we will attempt to notify you using the contact information provided in connection with your order. You agree not to try to exceed stated quantity limits (except where specifically noted), violate the terms of any specific offer or promotion, or place orders through the Services if we have notified you that you are prohibited from placing orders through the Services.

Payment. We accept only the payment methods indicated on the Services. When you provide payment information, you represent that the information is accurate and that you are authorized to use the payment method provided. If your payment method has expired or is otherwise invalid when processed, you remain responsible for payment, and for all costs we incur in collecting any unpaid amounts, including, but not limited to, attorney and collections fees.

Shipping to our Retail Customers. Shipping options and applicable charges for our retail customers will be stated during the order process. The U.S. Postal Service delivers to P.O. boxes, but this method may delay your order. Please note that Next Business Day and 2nd Business Day shipping options are not available for delivery to P.O. boxes. We will send you emails with updates on your order's status as they become available. Additional charges may apply for shipments to Alaska and Hawaii.

Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we will cancel your order and attempt to notify you using the contact information provided in connection with your order. Legal title to products, and the risk of loss or damage to the products is transferred to you when products are provided to the carrier. We are not responsible for any delivery delays. You will be responsible for filing any claims with the carrier for damaged and/or lost shipments.

Shipping to our Wholesale Customers. Shipping to our institutional wholesale customers shall be subject to the terms disclosed to you at the time of purchase or by the terms mutually agreed upon in writing by you and Follett School Solutions.

International Shipping. Shipping to addresses outside the U.S. is available on a limited basis and may be subject to additional terms, fees, and restrictions. Such information will be provided during the checkout

process. If you have any questions or require additional information about shipping to addresses outside the U.S. please contact us using the information in Section 17 below.

Returns. We hope you are happy with the products you purchase. However, most items we sell may be returned to us under certain circumstances, as explained in the return policy posted on the relevant Services. We reserve the right to refuse to issue a refund or credit, and the right to recover the cost of return delivery from you, if any product you return (1) is not eligible for return, in accordance with the relevant return policy or the terms of any specific offer or promotion, or (2) is found to have suffered damage after delivery to you, including as a result of having been misused by you. We take legal title to returned products only after they arrive and are processed at our designated returns location.

Return terms and policies may vary by Service. Please check the return policy of the Service for details where you are making the purchase. Where the Return terms and policies are different from what is stated above in these Terms, the specific Return terms and policies govern the return.

Follett School Solutions (K12) Customer Support: 1-888-511-5114

Gift Certificates. Gift certificates purchased through the Services will be considered to have been purchased in and issued from the State of Illinois. Title and the risk of loss to such gift certificates pass to the purchaser upon our electronic transmission to the recipient.

7. Follett School Solutions Brand-Specific Terms

Follett School Solutions. Notwithstanding anything to the contrary set forth herein, the following shall apply to any orders submitted through a Follett School Solutions website. Upon shipment of your ordered items or completion of ordered services, Follett School Solutions will issue you an invoice that will be payable net thirty days. Unless otherwise indicated, all prices are in U.S. dollars. Software products are sold subject to their applicable Software License Agreement. Hardware, scanners, scanning supplies and related products are sold subject to the manufacturer's warranty (if any) enclosed in manufacturer's packaging, unless an extended maintenance agreement has been purchased above and beyond the manufacturer's warranty.

Follett School Solutions reserves a purchase money security interest in any goods ordered on our site until such goods are paid for in full. All delivery is FOB your location. Prices are Follett School Solutions' net prices to schools and libraries and are subject to change. Applicable sales tax will be added to your invoice unless you submit evidence of tax exemption. Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we may substitute with a comparable product and process the remainder of your order.

8. Community Forums and User Content:

Some of our Services offer you the opportunity to provide comments or otherwise transmit material through our Services (collectively, "Community Forums") including, but not limited to, follettcommunity.com, follettchallenge.com, and Follett School Solutions official social media accounts on Facebook and Twitter. Information that you provide to us, other than product orders and personal information, is referred to in these Terms as "User Content." Profile information provided with registration for the Community Forums (e.g. name) may be displayed with the content. This Section 8, "Community Forums and User Content," states additional terms that apply to User Content.

When you provide User Content, you grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable license to use, reproduce, create derivative works of, distribute, perform, display and in any other way exploit the User Content by any means now known or developed in the future, and for any purpose, including for developing, manufacturing, and marketing products and in advertising. You agree that (1) User Content is not being provided to us in confidence; (2) there is no confidential or fiduciary relationship between you and us; and (3) you have no expectation that we will review, acknowledge or compensate you for your User Content.

To avoid the possibility of misunderstandings, our policy is not to accept creative ideas, product designs, proposals, business plans or similar materials provided as User Content. Please do not provide us with such materials. If you nonetheless do so, the immediately preceding paragraph will apply.

You bear all responsibility for your User Content. You agree not to provide User Content that (1) violates applicable law; (2) is harmful, abusive, offensive, false, threatening, disparaging, defamatory or racist; (3) promotes violence or unlawful activity; (4) violates any person's or entity's legal rights (including intellectual property, privacy and publicity rights); or (5) purports to speak on behalf of us. When you provide User Content, you represent that you have the right to provide it to us and that it is not inaccurate, false or misleading.

We may refuse or remove User Content without notice to you. We may monitor User Content but are not required to do so. You agree that we will not be liable for any loss or damage resulting from your User Content or similar submissions made by other users.

9. Contests and Sweepstakes:

We may offer sweepstakes or contests, which may be hosted by or offered in conjunction with third parties. Additional or different terms may apply to such contests or sweepstakes. The relevant terms will be posted where information is collected to enter into the contest or sweepstakes. If the other terms are inconsistent with these Terms, the other terms will govern for that contest or sweepstakes.

10. Changes to Services:

We reserve the right to take any of the following actions in our discretion at any time, and without giving you prior notice:

- Change or discontinue the Services, and the products and promotions offered on the Services.
- Limit the availability of products.
- Change the prices of products.
- Impose conditions on product sales and promotions.
- Restrict or terminate your access to the Services.

We will not be liable to you or any third party for taking any of these actions.

11. Copyright, Trademarks, and other Intellectual Property:

We grant you a limited non-exclusive, non-transferrable license to access and use our Services for your personal, non-commercial use only in accordance with these Terms. Any commercial use; any unauthorized use of a "robot," "spider," "scraper" or other automated means; use in violation of the policy of any school represented on the Services; or use for data collection and/or profit is not allowed.

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As between you and us, we retain all right, title and interest in and to our Services, products, content and technology. You agree not to remove, obscure or alter any trademark, copyright or other legal notices on

the Services. You also agree not to use our trademarks in meta tags, search terms (paid or unpaid) or in any way that is likely to cause confusion or that disparages or discredits us.

12. Notice of Copyright Infringement:

We respect the intellectual property rights of others. If you believe that content on the Services infringes your copyright, you may send a notification pursuant to Section 512 of the Copyright Act (17 U.S.C. § 512) to our designated agent as follows:

Follett School Solutions, LLC
1340 Ridgeview Dr.
McHenry, IL 60050
Attn: General Counsel
info@follettlearning.com
Fax: 630-850-1864

13. Arbitration/Choice of Law:

If you have any dispute with or claim against us (a "Claim") arising out of or relating to the Services or these Terms, including any Claim relating to your purchase of products through the Services, any communications between you and us, and the claim is not resolved by calling our customer service department at the telephone number provided on the "return policy" or "contact us" page of the Services, you and we each agree to resolve such disputes through an individual binding arbitration or an individual action in small claims court. Class arbitrations and class actions are not permitted, and your Claim may not be consolidated with any other person's claim. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision and that you and we are each waiving the right to a trial by jury or to participate in a class action. This Section 13 shall survive termination of your use of the Services or any user account that you may have.

Before you commence an arbitration or file a small claims court action with respect to your Claim, you must first send to us a written notice of your claim ("Notice"). The Notice must (1) be sent by certified mail; (2) be addressed to Follett School Solutions, LLC, 1340 Ridgeview Dr., McHenry, IL 60050, Attn: General Counsel; (3) describe the nature of your Claim; and (4) specify the damages or other relief you seek. You must provide such a notice within one year after your Claim accrued. Otherwise, you waive the Claim. If we and you do not then resolve the Claim within 30 days after our receipt of your Notice is received, either you or we may commence arbitration or file a small claims court action to resolve the Claim.

Any such arbitration shall be administered by the American Arbitration Association and be conducted in accordance with its Consumer Arbitration Rules (the "Rules"). Contact information for the American Arbitration Association, as well as copies of the Rules and applicable forms, are available at www.adr.org or by calling the American Arbitration Association at (800)778-7879. In circumstances in which the Rules provide for an in-person hearing, such hearing will, at your request, take place in the U.S. county (or parish) of your residence, or otherwise in Chicago, IL. For any Claim that does not exceed \$50,000, we will pay all filing and arbitrator's fees, unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose. If the arbitrator awards you damages that are greater than our last written settlement offer communicated before commencement of the arbitration, we will pay you the greater of \$1,000 or the amount of the award.

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WE DO NOT WARRANT: (1) THAT THE SERVICES OR THEIR OPERATION OR CONTENT WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE SERVICES OR THEIR CONTENT WILL CONTINUE TO BE AVAILABLE. WE SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE SITES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AS TO QUALITY, AVAILABILITY AND SUBJECT MATTER OF CONTENT. THE SITES AND THEIR CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

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WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN OUR PERFORMANCE DUE TO ANY CAUSE BEYOND OUR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF SHIPPERS OR OTHER THIRD PARTY SERVICE PROVIDERS, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICES, YOUR USE OR INABILITY TO USE THE SERVICES OR ANY PRODUCTS PURCHASED THROUGH THE SERVICES, EVEN IF FORESEEABLE OR EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY FOR OTHER DAMAGES EXCEED THE AMOUNT PAID BY YOU TO US IN CONNECTION WITH YOUR USE OF THE SERVICES (INCLUDING FOR ANY PRODUCTS PURCHASED THROUGH THE SERVICES) IN THE TWELVE MONTHS PRECEDING THE CLAIM.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

15. Indemnification

You agree to defend, indemnify and hold us harmless against any and all third party claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use or misuse of the Services and/or your breach of these terms. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases, you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section 15 without our prior written approval.

16. Miscellaneous Provisions:

You authorize us to provide information concerning you and your activities to comply with applicable laws or respond to court orders, subpoenas, or other lawful requests, or if we believe doing so would protect your safety or that of another person or protect the security of the Services, or as otherwise described in the Privacy Policy.

You agree that we may provide you notice by attempting to contact you using the contact information you have provided to us or by posting notice on the relevant Services. If you do not provide us with accurate contact information, we will not be responsible for failure to notify you.

These Terms, including any additional terms or policies posted on the Services, constitute the entire agreement between you and us, and supersede all prior agreements, with respect to the subject matter hereof. Our failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. Nothing in these Terms affects any non-waivable statutory rights that apply to you. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.

17. Contact Information:

If you have any questions or comments about these Terms of Use or our Services, please contact us by email at privacy@follett.com or telephone at 800-350-6418. You also may write to us at Follett School

Solutions, LLC, Attn: Privacy, 1340 Ridgeview Dr., McHenry, IL 60050. For California residents to exercise your consumer rights by clicking [here](#). For EU citizens to exercise your data subject rights by clicking [here](#). Questions or comments submitted through other means, such as Wall posts, may not be received or addressed.

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Follett School Solutions related pages:

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[Cookie Statement](#), [California Consumer Privacy Act Notice](#)

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GERBER LIFE INSURANCE COMPANY

BACKGROUND INFORMATION:

Board Policy 5143- Student Insurance, indicates that the Superintendent or designee shall provide information to students and their parents/guardians about available insurance against injuries occurring during school-related activities. Parents/guardians are not required to enroll their children in insurance programs offered by the District.

In order to be in compliance with Board Policy 5143, the District will be renewing the Gerber Life Insurance Company Blanket Accident Insurance policy through their regional licensed agency Student Insurance, which offers optional school-time accident coverage for students.

RECOMMENDATION:

Approve the agreement with Gerber Life Insurance Company, to offer optional student insurance for covered school-related activities during school year 2022-23 and to be in compliance with Board Policy 5143.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget?

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue, White Plains, New York 10605

Blanket Accident Insurance Application

Name of Policyholder San Ysidro School District Policy Number 05-4215-22
(as it should appear on the Policy)

Mailing Address 4350 Otay Mesa Road San Ysidro CA 92173
(City) (State) (Zip Code)

Insurance Contact Name Marilyn Adrianzen Title Chief Business Official

Phone 619-428-4476 X3003 Fax _____ Email Address patricia.caro@sysdschools.org

Policy Effective Date* July 1, 2022 Policy Expiration Date 1st Day of the Following School Year
(*This will be the effective date if enrollment form and premium are received)

Date of First School Year Activity July 1, 2022 Date of Last Day of School July 30, 2022

Date of First Day of Football NA Date of Last Day of Football NA

Date of the 1st Day of the Following School Year 07-01-2022

Coverage under the Optional School-Time Accident Coverage, the Optional 24-Hour Accident Coverage and the Optional 24-Hour Dental Coverage starts on the date of premium receipt but not before the start of the school year. Optional School-Time Accident Coverage ends at the close of the regular nine-month school term, except while the student is attending academic classroom sessions exclusively sponsored and solely supervised by the School during the summer. Optional 24-Hour Accident and Dental Coverage ends when school reopens for the following school year. Optional Football Coverage begins on the date of premium receipt and ends on the last day of practice or competition.

Covered Activities and Rates

Optional Coverages – Plan “Low”, Plan “Medium” or Plan “High” Only
(Paid for by the Student or Parent per year. A link will be provided for on-line enrollment)

☒ School Time w/Sports No FTB ☒ School Time No Sports ☒ 24Hour w/Sports No FTB ☒ 24Hour No Sports ☒ 24Hour Extension
☐ Football ☐ Dental

Number of Students: PreK-8 4266 9-12 _____

We hereby enroll with Gerber Life Insurance Company for the plan(s) of insurance selected. We understand that insurance will be in force if this application is accepted by the Company, and the required premium is received by the Company when due. We represent that the information contained in this application is true and correct and forms the basis of the requested insurance.

Marilyn Adrianzen, CBO

Signature of Official Authorized to Contract for the Policyholder

Printed Name

Date Signed

Board approved: _____

Local/Regional Licensed Agency

Agency Name: Student Insurance

Representative Name: _____

Address: 6320 Canoga Ave., 12th Floor

City, State, Zip: Woodland Hills, CA 91367

Phone Number: 310-826-5688

Email Address: _____

Signature: _____
(Licensed Agent)

Date: _____

Names of schools and grades to be covered.

<u>School Name</u>	<u>Grades</u>	<u># of Students</u>	<u># of Athletes</u>
Smythe Elementary School	K-6		
La Mirada Elementary School	K-6		
Ocean View Hills Elementary School	Prek - 6		
Sunset Elementary School	Prek - 6		
Willow Elementary School	K-6		
San Ysidro Middle School	7-8		
Vista Del Mar Middle School	6-8		
Preschool & Child Development	PreK		

SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:

Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GRAND CANYON UNIVERSITY

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Grand Canyon University for the purpose of participating in the Learning and Serving (PLLS) Program. This agreement allows the district/school students, educators and adult learners to be eligible for scholarships, awards and discounts outlined in the agreement. The term of this Agreement is from July 1, 2022 to June 30, 2027, unless earlier terminated as provided herein.

RECOMMENDATION:

Approve the agreement with Grand Canyon University for the purpose of participating in the Learning and Serving (PLLS) Program at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget?

☐ Yes ☐ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No



Participants in Learning, Leading and Serving Agreement – Out of State

By way of this agreement, San Ysidro School District agrees to participate in Grand Canyon University's Participants in Learning, Leading and Serving (PLLS) program. The purpose of this agreement is to define the relationship between Grand Canyon University (GCU) and signee as it relates to the PLLS participation:

- **No cost:** There is no cost to become a PLLS participant.
- **Not exclusive:** There is no expectation of exclusivity.
- **No minimum expectation:** There is no limit or minimum on the number of benefits a school or district may utilize, and participants are not expected to partake in any benefits to become and remain PLLS participants.

If your organization is a County Office of Education, Educational Service Center, or equivalent, the benefits of the PLLS agreement may be extended to school district affiliates.

BENEFITS AND CONTRIBUTIONS TO PLLS SCHOOLS AND DISTRICTS

1. PLLS participants will have access to a 10% scholarship for their faculty, staff, and governing board members (subject to district policies), providing savings toward tuition and fees for online undergraduate, graduate or doctoral degree programs, along with non-degree single courses and continuing teacher education courses. Spouses will receive a 5% scholarship. Provided that, the PLLS scholarship for online and cohort classes cannot be combined with any other institutional scholarship/award.
2. A 15% scholarship is available to PLLS participants employed as paraprofessionals and classified employees entering an online Bachelor's program through the College of Education, a Secondary Education Emphasis degree program, or the Bachelor of Science in Applied Management, Applied Human Resources Management, Applied Marketing and Advertising, Applied Technology, Applied Business Analytics, Applied Business Information Systems or Applied Entrepreneurship degree program.
3. Students' parents will receive a 10% scholarship when entering an online Bachelor's program through the College of Education, a Secondary Education Emphasis degree program, or a graduate degree program that leads to initial teacher licensure. A 5% scholarship is available for all other masters and doctoral degree programs related to the field of Education through the University's College of Education.
4. Parents are eligible for the scholarship if the student is actively enrolled in a school with a PLLS agreement in effect. Parents of students who attended a high school while a PLLS agreement was in effect and who are actively attending GCU will also be eligible for the scholarship*.
5. PLLS participants will have access to the GCU Online Job Board to post employment opportunities and search for applicants
6. PLLS participants will have access to GCU's Canyon Professional Development services and applicable discounts. Available Canyon Professional Development opportunities include: Expert-led Professional Development, Coaching, Mentoring, Consultation, and Strategic Planning. All fee-based services are specifically customized to meet the needs and goals of our PLLS participants.
7. PLLS faculty, staff, families and governing board members (subject to district policies) will receive discounts for GCU academic and athletic camps along with other events sponsored by Educational Development, when applicable.
8. PLLS participants will receive communication about GCU-sponsored initiatives and programs that benefit students, staff and school communities.



9. PLLS participants will have the opportunity to participate in coordinated PR and marketing efforts using GCU provided branded and approved marketing materials, if desired. The GCU marketing staff will review any materials designed by participant schools.
10. Other school/district benefits may be available as mutually agreed upon by both parties.

PLLS SCHOOL AND DISTRICT CONTRIBUTIONS TO GCU

1. PLLS participants will allow GCU representatives to share information with any faculty, staff, parents or spouses that are interested in learning more about online and cohort programs.
2. PLLS participants will distribute GCU information via their preferred communication method. This will include an introductory email to all appropriate employees that announces the program and provides information about the benefits as well as other applicable announcements, newsletters and updates.
3. PLLS participants will utilize GCU branded and approved materials when promoting GCU programs and/or seek approval from GCU to use customized materials for print, email and websites.

The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

**The PLLS scholarship for online and cohort classes cannot be combined with any other institutional scholarship/award.*

GRAND CANYON UNIVERSITY™



The undersigned agrees to the conditions of the PLLS participation, which is effective upon signing and will continue on an ongoing basis. The signature on this agreement allows the district/school students, educators and adult learners to be eligible for the scholarships, awards and discounts outlined in the agreement. The PLLS administrator will be informed of any changes that may occur to the participant agreement via email. Both GCU and the PLLS participant reserve the right to dissolve the relationship at any time should it not align with either party's mission or goals. The acting party should present the termination of participation by way of written notice. If the agreement is cancelled, individuals who are continuously enrolled in a degree program at GCU will continue to receive the tuition scholarship initiated by the participant agreement throughout the duration of their program.

The Term of this Agreement is from July 1, 2022 to June 30, 2027, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

San Ysidro School District

District/School Name

Marilyn Adrianzen, CBO

District/School Administrator (Signature/Print Name)

Title

Date

(619) 428-4476

Phone Number

marilyn.adrianzen@sysdschools.org

Email Address

4350 Otay Mesa Road, San Ysidro, CA 92173

Address

City/State/Zip Code

General Counsel

Date

GCU



Preferred Contacts for Communication

Information Distribution (i.e. distribution of newsletters, Benefits Guide):

Name: Linda Olea

Title: Executive Director of Human Resources

Phone: (619) 428-4476 x3013

Email: linda.olea@sysdschools.org

Guidance Counselor:

Name: _____

Title: _____

Phone: _____

Email: _____

Professional Development:

Name: _____

Title: _____

Phone: _____

Email: _____

Human Resources:

Name: Linda Olea

Title: Executive Director of Human Resources

Phone: (619) 428-4476 x-3013

Email: linda.olea@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT.
CARMEL SCHOOL FOR TITLE III FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District, Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private school children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public school children and teachers participating in the program.

Our Lady of Mt. Carmel School participated in the Limited English Proficient (LEP) Student Program funded under the ESEA, Title III, Part A for the 2021-2022 school year. According to the most recent English Learner (EL) student identification procedures, 206 ELs were identified in January 2022. Total allocations for the Title III funds based on the number of EL students should not exceed \$22,392.00.

Our Lady of Mt. Carmel is requesting the purchase of ninety (90) chrome books for students to be able to access a variety of applications and programs to reinforce the skills recently introduced in class. The remaining of the allocation will be used to buy copy paper.

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2021-2022 school year at a cost not to exceed \$22,392.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: English Language and Academic Language Development - Action 2: Continue to support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English. Support staff will be monitoring student achievement data to ensure that students are making adequate progress towards annual progress goals with language acquisition. Data monitoring to support student intervention and instructional practices.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

Total Allocation:

\$22,392.00

(Amount)

Title III Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Memorandum of Understanding ESEA Title III

Provision of English Learner Student Programs and Services to Private Schools

2021-2022

Section 1: General

The San Ysidro School District (SYSD) has been notified by the Our Lady of Mount Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act, Title III, Part A for the 2021-2022 School Year.

This Memorandum of Understanding (MOU) contains a sample description of the nature and scope of services and products to be provided by the San Ysidro School District to the Our Lady of Mount Carmel School in order to serve its EL students.

Section 2: How will the students' needs be identified?

A total of 206 EL students were identified in January 2022.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of an English proficiency assessment for those students for whom a language other than English was entered on the HLS and lived within the district's boundaries. The assessment is selected and approved by the San Ysidro School District after consultation with the Our Lady of Mount Carmel School.

Section 3: What services and products will be provided?

After meeting, Our Lady of Mount Carmel requested funding for the purchases of the following:

Total amount not to exceed \$22,392.00

1. 90 Samsung Chromebooks—11.6" for students to reinforce the skills introduced in class ~ \$22,303.28
2. Copy paper in the amount of \$89.00

Section 4: How, when, where, and by whom will the services be provided?

The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. The items in section 3 will be provided for the use of Title III to serve the needs of students enrolled at Our Lady of Mt. Carmel.

Section 5: How will the services be assessed to improve the program?

Representatives of the San Ysidro School District and the Our Lady of Mount Carmel School shall meet during the month of June of the year in which services have been offered to discuss the delivery and effectiveness of services provided to EL students. The representatives shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: Sister Eva Lujano Phone No: (619)428-2091

Signature: _____ Date: _____

Title: OLMC Principal

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619)428-4476

Signature: _____ Date: _____

Title: Chief Business Official



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 426-2091

Blessed Be God!

April 28, 2022

Needs Assessment Title III:

Our Lady of Mount Carmel School is requesting allotted Title III allocations to be used toward the purchase of 90 Chromebooks. Through the use of these Chromebooks, students will be able to access a variety of applications and programs our school already utilizes to reinforce skills recently introduced in class. In addition, time spent on these chromebooks not only promote the use of higher level thinking skills, but also allow students time to discover knowledge through trial and error. Remaining \$89.00 for copy paper.

Item:

Product Name:	Samsung Chromebook - 11.6"
Amount:	\$229.99 x 90 = \$20,699.10 plus tax \$1,604.18 =\$22,303.28
Link:	https://www.samsung.com/us/computing/chromebooks/under-12/chrome-book-4-11-6-32gb-storage-4gb-ram-xe310xba-k01us/

Blessings,


Sister Eva Lujano, SJS
Principal

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
San Ysidro Middle School
Manuel Bojorquez, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NEARPOD INC.

BACKGROUND INFORMATION:

Nearpod is an online student engagement platform that is a great resource that teachers can use in class to help students learn, as it allows the teacher to give students questions like open-ended ones where they type the response, or the answers can be published in drawings to show their work if they need to. Nearpod allows all the students to come together in one classroom, and each one is in their own personal space where the teacher can give them feedback on their answers.

The Nearpod Program was implemented last school year at San Ysidro Middle school, and the principal is requesting approval to renew the license agreement with Nearpod Inc. to continue with this program during the 2022-23 school year.

RECOMMENDATION:

Approve the license agreement with Nearpod Inc. for the renewal of the Nearpod Program at San Ysidro Middle School during the 2022-23 school year at the total cost of \$5,871.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement – Action #16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

8005

\$5,871.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: ☒ **Approval** ☐ **Denial** Certification Requested ☐ **Yes** ☐ **No**

Quote ID: 161580

**Sales Order For:**

Mayura Vongsavath
SAN YSIDRO MIDDLE SCHOOL
4345 OTAY MESA RD
SAN YSIDRO, California 92173
UNITED STATES

Nearpod Contact:

McKenzi Barnett
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

If you are a Tax-Exempt Customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Orders should be addressed to:
Nearpod Inc.
1855 Griffin Road A-290
Dania Beach, FL 33004

Service Start: 07/01/2022**Service End:** 06/30/2023

Description	Quantity	Total
Nearpod Premium Plus - School: Nearpod Premium Plus, including unlimited access to: - Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own,	520 - Students	\$5,871.00

or added to Nearpod slides lessons - School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching		
Online Training: Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.	1 - Licenses	\$0.00
	Total	(USD) \$5,871.00

Terms

This Sales Order is valid until: 07/31/2022

Service will run from 07/01/2022 until 06/30/2023, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$5,871.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement,

I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Purchase? Yes ~~XXXX~~

If Yes, please provide PO number below and submit PO with this Sales Order.

If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Check, ACH or Wire

Credit Card

Please provide email address to receive
secure payment link: _____

Expiration Date: _____

Name on card: _____

Name: Marilyn Adrianzen, CBO Board approved: _____

Signature: _____

Date: _____

Tax Exempt #: N/A

Purchase Orders should be addressed to:

Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: mckenzi.barnett@nearpod.com or FAX: +1 305-655-1999

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE PHOTO GLAM BOOTH LLC

BACKGROUND INFORMATION:

The Vista Del Mar Middle School's Associated Student Body (ASB) hosts a dance for approximately 200 8th graders that will be promoting to High School. This year, the ASB voted and approved to have their 8th grade dance off site at The Waterfront Grill at Pier 32 in National City. The date of the event is planned for Wednesday, May 25, 2022 from 4:00 to 8:00 p.m.. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The ASB has approved the expense to have a Photobooth during their event. The cost implication for this Agreement is \$565.00.

RECOMMENDATION:

Approve/Ratify the agreement with the Photo Glam Booth LLC to provide services at The Waterfront Grill at Pier 32 for the Vista Del Mar Middle School's 8th grade promotion dance to be held on Wednesday, May 25, 2022 at an estimated cost of \$565.00 from the Vista Del Mar Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes ☐ No

Requisition #

\$565.00

(Amount)

ASB Funds

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on **May 12, 2022** by and between **Photo Glam Booth LLC**, an Independent Contractor, hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on **May 25, 2022** with work to be completed on or before **May 25, 2022**.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide photo booth, supplies, and services during the Vista Del Mar Middle School 8 th grade event at the Waterfront Grill at Pier 32, 3201 Marina Way, National City, CA (an off-site location school-related event) for 2 hours (TBD). See Exhibit A for rates/fees.

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance
 - Additional Insured Endorsement(s)
 - Worker's Compensation Insurance (as required by law)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form
 - Covid-19 Vaccination Proof (Addendum)
 - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.
10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

Authorized Signature

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

 DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

 Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED: _____

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the 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, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

San Ysidro School District

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION
CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony
listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

Name & Title of authorized representative (*Print*)

Signature: _____

Date _____

ADDENDUM

COVID-19

Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
 - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall

be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.

- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
 3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
 4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
 5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor's Initials _____

Photo Glam Booth 1 message

Thu, May 12, 2022 at 9:34 AM

EXHIBIT A**Invoice #5143 from Photo Glam Booth****Attn: Vista Del Mar Middle School**

Thank you for your interest in our company for your entertainment needs! 📷

Once you have made a decision for us to be your photobooth for your big day you can sign electronically no need to print.

We can always add services as we get closer to the date. We offer services including Uplighting, Wedding Arches, Cold Sparklers, Lighted Signs & More! Visit our website www.photoglambooth.com

I will contact you closer to the date regarding your photo booth print design and details. Balance is due ~~five days before~~ the day of the event. Thank you!

Thank you,
Laura Zambrano
Photo Glam Booth Entertainment
(619) 873.7949

www.photoglambooth.com

Click below to view your Invoice and make the online deposit required to get the project started.

INVOICE

EXHIBIT A



Vista Del Mar Middle School
Waterfront Grill at pier 32 3201 Marina
Way
National City, Ca
(619) 843-7321

Photo Glam Booth

1412 Buckeye Dr
El Cajon, Ca 92021
Phone: (619) 873-7949
Email: info@photoglambooth.com
Web: www.photoglambooth.com

Payment Terms	Due upon receipt
Invoice #	005143
Date	05/25/2022
Business / Tax #	83-2276094

Description

Total

3 Hour Photo booth Service on May 25, 2022	\$585.00

Glam Package

Hours; TBD (we get there about 2 hrs before to set up)

- *Professional fun photographer (Dressed in all black)
- *Instant 2x6 prints (4x6 Size Available For \$50 More)
- *DSLR HD Camera
- *Light Beauty Glam Filter
- *White Open Air Glam Booth
- *Backdrops (Color, Sequin, Pattern)
- *35 Premium Quality Props
- *Choose From Our Templates, (Custom Made \$45)
- *Set up and Break down (arrival is 2 hrs before starting service)
- *USB with full size digital photos given after event
- *Social Station QR Code

Subtotal	\$585.00
Discount	\$20.00
Total	\$565.00
Deposit Due	\$100.00

Notes:

approximately 200 guests
8th grade graduation

Thank you for choosing us as your Photo Booth company for your big event! ☐

Please sign electronically no need to print by clicking on the top 3 dots of the top right hand side of your invoice. You can also make your deposit to secure the date through our secure online payment system. Once deposit has been made I will add you to our schedule and I will contact you closer to the date regarding your photo booth print design, hours, parking, photo booth set up, and backdrop choice as well as the day of contact information. Please note the deposit is non refundable but the deposit can be applied to a future date if you need to reschedule.

You can always add more services as we get closer to the date since we do offer more services.

Please note; if we are setting up outside during the day we will need to be under shade to get the best pictures of your guests and they are not squinting from the sun. We also need a wall behind our backdrop to protect from possible high winds.

Gratuuity can be paid day of to the photo booth attendant.

To be paid in full day of the event May 25, 2022 if paid in check to be made to
Photo glam booth
1412 buckeye dr
El Cajon, ca 92021

Thank you!

Vista Del Mar Middle School

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH POWERSCHOOL GROUP LLC

BACKGROUND INFORMATION:

PowerSchool (formerly DecisionInsite) is a user friendly web-based system that incorporates the MySchool Locator online system for parents and staff to determine if their residence falls within the District's boundaries. The MySchoolLocator is an important feature used for both the new online student registration system and the transportation routing. Term is 1 year with up to 4 year-to-year renewals for a total of up to 5 years.

- 2021-22 \$1,040.00 (March 2021 to February 2022) (Initial Year)
- 2022-23 \$1,092.00 (March 2022 to February 2023) (Renewal Year 1 of 4)

RECOMMENDATION:

Approve/Ratify the Master Services Agreement with PowerSchool Group LLC to provide access to the MySchool Locator Software License for 2021-22 and 2022-23 at an annual cost not to exceed \$1,092.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

UP TO

\$1,092.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

Prepared By: Alex Bauler
 Customer Name: San Ysidro School District
 Contract Term: 12 Months
 Start Date: 1-MAR-2021
 End Date: 28-FEB-2022
 Billing Frequency: Annually

Customer Contact: Todd Lewis
 Title: Director of IT
 Address: 4350 Otay Mesa Road
 City: San Ysidro
 State/Province: California
 Zip Code: 92173
 Phone #: (619) 428-4476 x3062

Invoices send to: blanca.vega@sysdschools.org

Product Description	Quantity	Unit	Extended Price
Initial Term 1-MAR-2021 - 28-FEB-2022			
License and Subscription Fees			
PowerSchool MySchoolLocator (formerly DecisionInsite)	1.00	Year	USD 1,040.00

License and Subscription Totals: **USD 1,040.00**

Quote Total

Initial Term	1-MAR-2021 - 28-FEB-2022
Payment Total	USD 1,040.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

San Ysidro School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name: Marilyn Adrianzen

Title: Chief Financial Officer

Title: Chief Business Official

Date: 24-MAR-2022

Date: _____

PO Number: _____

Board ratified: 05-19-22

Prepared By: Alex Bauler
 Customer Name: San Ysidro School District
 Contract Term: 12 Months
 Start Date: 1-MAR-2022
 End Date: 28-FEB-2023
 Billing Frequency: Annually

Customer Contact:
 Title:
 Address: 4350 Otay Mesa Road
 City: San Ysidro
 State/Province: California
 Zip Code: 92173
 Phone #:

Product Description	Quantity	Unit	Extended Price
Initial Term 1-MAR-2022 - 28-FEB-2023			
License and Subscription Fees			
PowerSchool MySchoolLocator (formerly DecisionInsite)	1.00	Year	USD 1,092.00

License and Subscription Totals: **USD 1,092.00**

Quote Total

Initial Term	1-MAR-2022 - 28-FEB-2023
Payment Total	USD 1,092.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

San Ysidro School District

Signature:

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a light gray rectangular background.

Printed Name: Eric Shander

Printed Name: Marilyn Adrianzen

Title: Chief Financial Officer

Title: Chief Business Official

Date: 19-APR-2022

Date: _____

Board ratified: 05-19-22

PO Number: _____



MAIN SERVICES AGREEMENT

February 14, 2022 version

The terms and conditions of this Main Services Agreement (with all attached exhibits and referenced documents and links, the **"Main Services Agreement"**), and combined with active Quotes and Statements of Work for Professional Services or any other duly executed documents referencing this Main Services Agreement, will constitute the **"Agreement,"** as may be amended from time to time. The Quotes and SOWs may be collectively referred to as the **"Transaction Documents."**

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) ("PowerSchool") and Customer (as defined below) and governs Customer's access and use of PowerSchool Offering(s) (as defined below). This Agreement is effective and accepted on the earliest of the following: (i) the date that the last Party directly signs this Main Services Agreement, (ii) the date that the last Party signs the Quote that references this Main Services Agreement, or (iii) the date on which Customer accesses the PowerSchool Offering (the "Effective Date"). Each PowerSchool and Customer is individually referred to as a **"Party"** and collectively as the **"Parties."**

Any other agreements, proposals, purchase orders, representations or understandings, made verbally or in writing, are superseded in their entirety by this Agreement.

Exhibits: Below is a list of exhibits incorporated into this Agreement.

Exhibit A: PowerSchool Support Policy and Service Level Agreement
https://www.powerschool.com/Exhibit A-Support-Policy-SLA_Feb2022/

Exhibit B: Professional Services Policy
https://www.powerschool.com/Exhibit B-Professional-Services-Policy_Feb2022/

Exhibit C: Data Privacy Agreement
https://www.powerschool.com/Exhibit C-Customer-DPA_Feb2022/

Exhibit D: Product Specific Terms
https://www.powerschool.com/Exhibit D-Product-Specific-Terms_Feb2022/

1. DEFINITIONS.

1.1. "Account Country" is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

1.2. "Customer" means the school, school district, or other entity that purchases one or more of the Services, as identified on the applicable Quote.

1.3. "Customer Data" means all data, files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer.

1.4. "De-identified Data" means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual or User provided that the data processor: (a) takes reasonable measures to ensure that the information cannot be associated with an individual or User; (b) publicly commits to maintain and use the information in de-identified form and not to attempt to re-identify the information, except that the data processor may attempt to re-identify the information solely for the purpose of determining whether its de-identification processes satisfy the requirements of this definition; and (c) contractually obligates any recipients of the information to comply with the terms of this definition.

1.5. "Documentation" means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software that are delivered or made available to Customer by PowerSchool or through the Subscription Service, including any updates thereto.

1.6. "Embedded Applications" means software applications developed by third parties that resides within PowerSchool's proprietary software as part of the Subscription Services.

1.7. "Excluded Claims" means claims or liability arising out of: (a) Customer's Breach of Section 2.4 (Restrictions) or Section 4 (Proprietary Rights); (b) a Party's breach of its obligations in Section 5 (Confidentiality) (including obligations and/or claims relating to Customer Data); or (c) either Party's indemnity obligations under Section 10 (Indemnification).

1.8. "Intellectual Property Rights" means any

and all, now or hereafter in existence, unpatented inventions, patent applications, patents, design rights, copyrights, Trademarks, mask work rights, know-how, trade secret rights, moral rights, database protection, and all other intellectual property and proprietary rights, modifications, adaptations, derivatives thereof, and improvements thereto, and forms of protection of a similar nature anywhere in the world.

1.9. "Licensed Site(s)" means the internet address of the web-based location for accessing a SaaS Subscription, or for a location of an on-premise implementation under an On-Premise Subscription for any PowerSchool Software listed on a PowerSchool Quote.

1.10. "PowerSchool Contracting Entity" means the entity identified in the table below, based on Customer's Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive, Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630
Any other country that is not Canada, the United States, or India ¹	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

1.11. "PowerSchool Offering" means any Subscription Service(s), Licensed Third-Party Software and/or Professional Services provided to Customer or described on a Quote.

1.12. "PowerSchool Software" means PowerSchool's proprietary software applications and the associated Embedded Applications, as further described in the applicable Quote, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

1.13. "Professional Services" means the services that are identified and described on a Quote and/or a Statement of Work, which services may include setup, implementation, configuration, training, education, consulting, customization and other professional services.

¹ PowerSchool Offerings in India are under a different Main Services Agreement.

1.14. "Provincial Reporting Code" or "PRC" means PowerSchool Offering that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool.

1.15. "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Offering and other services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated to or referenced in a signed agreement by authorized representatives of both Parties. Unless otherwise agreed in writing by the Parties, Customer's issuance of a purchase order is deemed as acceptance of the terms and conditions set forth in the applicable Quote.

1.16. "State Reporting Code (or SRC)" means the PowerSchool Offering that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.17. "Statement of Work" or "SOW" means a statement of work document that references this Agreement and describes the scope of work to be performed, including, without limitation, any applicable (i) milestones and dependencies, (ii) methodologies, (iii) technical requirements (iv) project responsibilities; and (iii) estimated or actual pricing.

1.18. "Subscription Services" means the On-Premise Subscription(s) and SaaS Subscription(s) provided to Customer by PowerSchool.

1.18.1. "On-Premise Subscription" mean provision of the PowerSchool Software for installation on servers on Customer's premises for a defined period as identified on the applicable Quote and hosted by Customer or its designated third-party hosting provider, including any accompanying Support Services.

1.18.2. "SaaS Subscription" means subscription-based access to certain PowerSchool-Software as a cloud-based service provided to Customer pursuant to this Agreement, now or in the future, including any accompanying Support Services.

1.19. "Subscription Term" has the meaning set forth in Section 13.2 (Subscription Term).

1.20. "Support Services" means maintenance and support for the PowerSchool Software provided under this Agreement, as further defined and described in [Exhibit A \(Support Policy and Service Level Agreement\)](#). PowerSchool will provide the applicable Support Services as part of the Subscription Services subject to the terms of this Agreement.

1.21. "Term" has the meaning set forth in Section 13.1 (Agreement Term).

1.22. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than PowerSchool. Third-Party Software does not include Embedded Applications.

1.22.1. "Licensed Third-Party Software" means Third-Party Software licensed by PowerSchool bundled with a Subscription Service.

1.22.2. "Other Third-Party Software" means Third-Party Software not licensed by PowerSchool.

1.23. "Trademarks" means all trademarks, service marks, trade dress, logos, slogans, trade names, business names, fictitious business names, and other source identifiers, including domain names, together with all translations, adaptations, derivations, and combinations thereof, whether registered or unregistered (as the case may be), and including all of the goodwill of the business related to the foregoing.

1.24. "Transaction Data" means system usage information of a User(s) who progresses through the applications and functions of a PowerSchool Offering.

1.25. "User(s)" means individuals authorized by the Customer to access PowerSchool Software. User(s) will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Software.



2. POWERSCHOOL OFFERING AND RESTRICTIONS.

2.1 SaaS Subscription Services. If Customer makes all payments on time, PowerSchool will: (a) make the SaaS Subscription available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard Support Services for the SaaS Subscription to Customer and Users, and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement); and (c) host the SaaS Subscription pursuant to the terms of the service level agreement set forth on Exhibit A (Support Policy and Service Level Agreement). Provision of the SaaS Subscription is subject to the terms of the Agreement and the applicable portions of the PowerSchool privacy policy (the “**Privacy Policy**”) located at <http://www.powerschool.com/privacy> (as may be updated from time to time).

2.2 On-Premise Subscription. Where the Customer contracts for an On-Premise Subscription and if Customer makes all payments on time, PowerSchool, during the Subscription Term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such On-Premise Subscription specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote. PowerSchool shall provide applicable PowerSchool standard Support Services for the On-Premise Subscription to Customer and Users and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement).

2.3 Professional Services. PowerSchool will provide Professional Services mutually agreed upon by the Parties via a Statement of Work pursuant to the terms of Exhibit B (Professional Services Policy) and the applicable Transaction Document.

2.4 Restrictions. Subscription Service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.4.1 Customer will use the PowerSchool Offering(s) only for the internal

purposes of Customer and only for Licensed Sites. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

2.4.2 Customer will not, and will not permit Users or third parties to: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Subscription Service to a third party or in a service bureau or outsourcing offering; (b) use any Subscription Service to provide, or incorporate any Subscription Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code or non-public APIs to any PowerSchool Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to PowerSchool); (d) write or develop any derivative works based upon the PowerSchool Offering; (e) interfere with or disrupt the integrity or performance of any PowerSchool Offering or third-party data contained therein or any systems or networks; (f) use the Subscription Services to build similar or competitive products or services; (g) perform or publish any performance or benchmark tests or analyses relating to the Subscription Services, other than solely for Customer’s internal use; (h) remove or obscure any proprietary or other notices contained in any PowerSchool Offering; or (i) use any robot, spider, data miner, crawler, scraper or other automated means to access or index the PowerSchool Offering. Customer shall not use plugins that are not approved by PowerSchool.

2.4.3 For any PowerSchool Offering that may include messaging, Customer understands that standard SMS (texting) fees apply to all registered contacts who receive an SMS sent out via PowerSchool’s Offering. PowerSchool is responsible for payment for all SMS sent FROM PowerSchool’s Offering. Customer is responsible for ensuring parents or registered contacts receiving said SMS have opted into PowerSchool’s Offering program. If requested by Customer, PowerSchool may provide Customer with appropriate materials (letter to mail home to parent and best practices) to support the opt-in procedure. However, Customer is solely responsible for obtaining legally required opt-in consents from Customer’s Users, and for compliance with the Telephone Consumer Protection Act (“**TCPA**”).



In no event will PowerSchool be liable for Customer's use of SMS. PowerSchool will also not be liable for any delays in the delivery or receipt of any SMS messages attributable to Customer's mobile service operator. Customer represents and warrants that when using any PowerSchool Offering, Customer will comply with all applicable laws and regulations, including the TCPA and privacy laws.

2.4.4 If unauthorized access to, or use of, the Subscription Services occurs, Customer shall promptly notify PowerSchool. Any attempted sublicense, assignment, or transfer of any rights, duties, or obligations by Customer in violation of this Agreement will be void.

2.4.5 Customer shall be prohibited from performing penetration testing against PowerSchool-hosted PowerSchool Offerings, applications, data stores, or systems. Penetration tests, if not performed properly and under the supervision and coordination of the PowerSchool information security team, can have unintended consequences such as corrupting data, unauthorized access to data, and degradation of systems.

2.4.6 PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the PowerSchool Offering upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

2.5 Updates to Subscription Services. Over the course of the Term, PowerSchool may, in its sole discretion, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will be at no cost to Customer and will not materially degrade existing features and functionality. Accordingly, PowerSchool reserves the right to update and/or upgrade the PowerSchool Software provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally. In addition, PowerSchool may release new features, functionality, software, or user types that are only available under a different pricing model or on a version of PowerSchool Software other than the version Customer currently accesses. In the event Customer desires to purchase any new features, PowerSchool reserves the right, in its sole discretion, to update Customer's account, pricing model, or

PowerSchool Software version to facilitate the provision of such new features.

2.6 End-of-Life Policy. PowerSchool reserves the right to discontinue a PowerSchool Software as part of its end-of-life (EOL) policy upon providing advanced written notice to Customer consistent with PowerSchool's standard policies and procedures. PowerSchool will use commercially reasonable efforts to transition Customer to a substantially similar PowerSchool Software. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is subject to EOL. Such credit can be applied towards the future purchase of a PowerSchool Offering within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

3. CUSTOMER DATA

3.1 Rights in Customer Data. As between Customer and PowerSchool, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 4 (Proprietary Rights).

3.2 Consent to Use Customer Data. Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subcontractors and sub-processors and the PowerSchool personnel as are necessary or useful to provide and perform the Subscription Services and deliver the PowerSchool Offering or to prevent or address service or technical problems under this Agreement. Subject to PowerSchool's rights granted in this Section 3.2 and Sections 5.4 and 5.5 related to compelled disclosure and its rights with respect to Transaction Data and De-Identified Data, PowerSchool will not share, rent or sell the Customer Data with third parties without Customer's express consent and will treat such data as Confidential Information. PowerSchool agrees to execute a data processing agreement or addendum in a form and substance identical or substantially similar to the PowerSchool Data Privacy Agreement ("DPA") set forth on Exhibit C.

3.3 Customer Obligations.

3.3.1 In General. Customer will ensure that its use of each PowerSchool



Offering and all Customer Data is at all times compliant with this Agreement, Customer's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants that Customer has sufficient rights in the Customer Data to grant the rights granted to PowerSchool in Section 3.2 and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. Customer represents and warrants that Customer has either explicit consent or consent under applicable law to collect Customer Data.

3.3.2 User ID and Password Protection. Customer will require that all Users keep user identification ("ID") and password information strictly confidential and not share such information with any unauthorized person. Customer is solely responsible for any and all activities that occur under all Customer accounts.

3.3.3 Notification. Customer agrees to notify PowerSchool immediately in writing of any unauthorized use of Customer's accounts, any unauthorized use or distribution of PowerSchool Offering, or any other breach of security of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated.

3.3.4 Compatible Equipment. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access PowerSchool Offering. PowerSchool will not be responsible for any incompatibility between PowerSchool Offering and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Offering. Customer grants to PowerSchool a non-exclusive, royalty-free license to use Customer's equipment and software solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

3.4 Data Privacy and Security. PowerSchool will abide by the terms of the DPA executed with Customer or, if none is executed,

by the terms of the DPA set forth on Exhibit D, with respect to the security of the Customer Data within the PowerSchool Offering. The Parties shall comply with said DPA and said DPA shall supplement the terms of this Agreement.

3.5 Security Training. Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with PowerSchool Offering when available within the applicable PowerSchool Offering. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

3.6 "Active Match" Activation. Where the Customer licenses the PowerSchool Naviance product, the Customer hereby expressly grants consent to the functionality branded "ActiveMatch." The college-planning function contained in the Naviance application includes certain features (collectively, "Matching") that allow students to view information from and interact with PowerSchool's higher education Intersect subscribers ("Higher Education Institutions"). Matching is active upon implementation of Naviance. Customer hereby represents and warrants having obtained voluntary informed consent from the student's parent or legal guardian prior to the use of the Naviance product by Users. Matching may be turned on or off at any time after implementation at the sole discretion and control of Customer. For clarity, no student or Customer information is shared with any Higher Education Institution unless Customer has enabled Matching and the applicable student, via the student's parent or legal guardian, has explicitly opted to send his/her information directly to the Higher Education Institution.

3.7 Customer-Specific Data Warehouse. If Customer executes a Quote to purchase a SaaS Subscription using certain PowerSchool's technology that requires the creation of a Customer-specific data warehouse and subject to the terms of an executed DPA between Customer and PowerSchool, Customer hereby acknowledges and agrees that PowerSchool must create a Customer-specific data warehouse of all Customer Data provided to PowerSchool solely for the purpose of providing the service ("Customer-Specific Data Warehouse"), and Customer hereby consents to the creation of



such Customer-Specific Data Warehouse. Customer-Specific Data Warehouse will not be aggregated or combined with any data of any other PowerSchool customers.

4. PROPRIETARY RIGHTS

4.1 PowerSchool Offerings and Software. PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the PowerSchool Offering and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Offering or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Offering, including any rights to the Intellectual Property Rights in connection therewith.

4.2 Transaction Data. Notwithstanding anything to the contrary in this Agreement, PowerSchool has the right to collect and use Transaction Data for internal research and to develop, improve, support, and operate its products and services during and after the Term.

4.3 De-Identified Data. Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the PowerSchool Offering and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the PowerSchool Offering and PowerSchool Software and for other development, diagnostic and corrective purposes in connection with the PowerSchool Offering, PowerSchool Software, and other PowerSchool products and services, and (ii) disclose De-identified Data solely in connection with its business, including, without limitation, for training, marketing and promotional efforts.

4.4 Feedback. If Customer or any User elects to provide PowerSchool with any suggestions, comments, improvements, enhancement requests, recommendations, corrections, ideas or other feedback relating to the PowerSchool Offering or any other

PowerSchool's products or services (collectively, "**Feedback**"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Offering and PowerSchool Software any Feedback (excluding any Customer Confidential Information contained in the Feedback).

4.5 PowerSchool Trademarks. PowerSchool exclusively owns all of its Trademarks, including, without limitation, the PowerSchool name, the PowerSchool logo, and other owned brands and product names associated with the PowerSchool Offering. No right or license is granted by this Agreement to their use.

4.6 Customer Trademarks. Customer exclusively owns all of its Trademarks, including, without limitation, the Customer name and logo.

4.7 No Use of Trademarks. Neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party.).

4.8 Marketing. Notwithstanding the foregoing Section 4.7 and subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of all PowerSchool Offering ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30) days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to champions@powerschool.com with a copy to legal@powerschool.com, and the email subject line must state "Trademark Consent Withdrawal." After such thirty (30) day period, PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. Notwithstanding the foregoing, PowerSchool's right to continue to use any marketing materials produced, published, or disseminated prior to such termination will



continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates. If PowerSchool requests, Customer agrees to participate in a case study, press release and/or cooperate with PowerSchool in speaking to the media, and to speak at a future PowerSchool event.

5. CONFIDENTIALITY.

5.1 Confidential Information. In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to Section 5.2 (Exclusions), "**Confidential Information**" means non-public information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, suppliers, subcontractors, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing, the PowerSchool Offering are the Confidential Information of PowerSchool, and subject to Section 5.5 (Public Records Act), the terms of this Agreement and each Transaction Document are Confidential Information of PowerSchool. For purposes of this Section, Customer Data and any other Customer information or data labeled or identified as confidential at the time of disclosure to PowerSchool are the Confidential Information of Customer. To the extent the Parties executed a non-disclosure agreement prior to the Effective Date (the "**Prior NDA**"), such Prior NDA shall govern the confidential information exchanged by the Parties under the Prior NDA and the confidentiality obligations of this Agreement shall govern the exchange of Confidential Information by the Parties under this Agreement starting on the Effective Date.

5.2 Exclusions. Confidential Information does not include and the obligations of this Section 5 will not extend to any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is now, or hereafter becomes, publicly known or available through no act or failure to act on the part of the Receiving Party;

(ii) is known by the Receiving Party at the time of receiving such information; (iii) is or becomes lawfully available from a third party without restriction; (iv) is hereafter furnished to the Receiving Party by a third party having the legal right to do so and without restriction on disclosure; or (v) is independently developed by the Receiving Party without the aid, , application or use of the Confidential Information.

5.3 Protection of Confidential Information. Except as expressly allowed in this Agreement, the Receiving Party shall: (a) keep completely confidential and will not publish or otherwise disclose the Disclosing Party's Confidential Information to any third party except to: (i) its affiliates, employees, consultants, contractors, sub-processors, or agents having a need to know (and only to the extent needed) and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those of this Agreement; or (ii) its legal, financial or other professional advisors as reasonably necessary, and (b) use the Disclosing Party's Confidential Information only in connection with the performance of its obligations under this Agreement. The Receiving Party shall protect the proprietary nature of the Confidential Information with no less care than it uses with respect to its own Confidential Information and, in any event, no less than reasonable care. The Receiving Party's obligations under Section 5 (Confidentiality) shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.

5.4 Compelled Disclosure. If the Receiving Party is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any governmental entity or court order or pursuant to applicable law or rules of a stock exchange to disclose or provide any Confidential Information of the Disclosing Party (including disclosure that is reasonably necessary in prosecuting or defending litigation), the Receiving Party will provide the Disclosing Party with written notice of such request or demand as promptly as



practicable under the circumstances so that the Disclosing Party will have an opportunity to seek an appropriate protective order. The Receiving Party agrees to take, and cause its employees, contractors, and representatives to take, at the Disclosing Party's expense, reasonable steps necessary to help the Disclosing Party seek to obtain confidential treatment by the Receiving Party. Subject to the foregoing, the Receiving Party may thereafter disclose or provide any such Confidential Information, as the case may be, to the extent (and only in such amount) required by such law (as so advised by counsel) or by lawful process or such governmental entity or court order.

5.5 Public Record Act. Notwithstanding anything herein to the contrary in Section 5.3 (Protection of Confidential Information), PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, (a) PowerSchool will reasonably work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure; and (b) Customer shall provide PowerSchool a reasonable opportunity to object to any such request as permitted under applicable law.

5.6 Injunctive Relief. The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. FEES AND PAYMENT.

6.1 Fees. Customer agrees to pay PowerSchool, in accordance with the terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Offering and related services and/or other items ordered by Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use, value-added, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. All fees set forth in any

PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

6.2 Enrollment Increases. Pricing for access to PowerSchool Offering may be a fixed fee or may be based on the quantity and student enrollment count identified in the applicable Quote. If fees are based on quantity or student count and Customer accesses PowerSchool Offering with more than the quantity identified in the applicable Quote, then PowerSchool may submit an amended or supplemental invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance in accordance with the terms of the applicable invoice. Any such increase in quantity will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per individual license and support fees for the PowerSchool Offering by Customer's additional User count.

6.3 Payment. Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments by electronic payment, check or wire transfer to such address or account as specified on the invoice or otherwise specified by PowerSchool in writing. PowerSchool may accept credit card payment; provided that credit card payments shall subject Customer to a transaction fee and a \$250,000 transaction limit. Customer will pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate.

6.4 Tax Exempt Status. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income).

6.5 Payment Dispute. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify PowerSchool in writing of its objection within twenty (20) days from the date of the applicable invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. If Customer does not object in a timely manner within this time period, the amount invoiced shall be conclusively deemed correct by the Parties. If



the Parties are unable to resolve such payment dispute within thirty (30) days from PowerSchool's receipt of Customer's written objection, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.6 No Deductions or Setoffs. Subject to Customer's right to dispute an invoice under Section 6.5 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

7. THIRD-PARTY SOFTWARE; EMBEDDED APPLICATIONS.

7.1 Licensed Third-Party Software. Provision of Licensed Third-Party Software may be subject to an additional cost. If PowerSchool provides any Licensed Third-Party Software under this Agreement, PowerSchool shall be responsible for securing the licenses or authorizations required from the applicable third parties to provide such Licensed Third-Party Software to Customer. Sections 6 (Fees and Payment), 7 (Third-Party Software; Embedded Applications), 9 (Disclaimer of Warranties), 10 (Indemnification), and 11 (Limitation of Liability) of this Agreement apply to Licensed Third-Party Software.

7.2 Other Third-Party Software. Other Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Other Third-Party Software is not supported by PowerSchool. All support, warranties, and services related to Other Third-Party Software are provided by the supplier of the Other Third-Party Software under such third party's terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Other Third-Party Software.

7.3 Embedded Applications. PowerSchool Offering may contain Embedded Applications. If any additional license terms are identified in [Exhibit D \(Product Specific Terms\)](#), Customer will comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open-source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open-source licensing

terms will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open-source software component is licensed under terms that permit Customer to modify such component, and if Customer does modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

8. WARRANTIES.

8.1 Mutual Warranties. Each Party represents and warrants that: (a) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (b) the individual accepting or executing the Main Services Agreement or a Transaction Document has the authority to bind such Party to the terms and conditions of this Agreement; and (c) when accepted or executed, this Agreement will constitute the legal, valid and binding obligation of each Party.

8.2 Limited Warranty. PowerSchool warrants that the PowerSchool Software included in the SaaS Subscription or On-Premise Subscription will operate in substantial conformity with the applicable Documentation under normal use and circumstances. If Customer notifies PowerSchool in writing of a breach of this warranty, PowerSchool will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or (b) if PowerSchool determines such remedy to be impracticable, issue Customer a credit or refund of a portion of the fees pre-paid by Customer for the nonconforming Subscription Service that fairly reflects (at PowerSchool's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

9. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 (WARRANTIES), POWERSCHOOL OFFERING(S), POWERSCHOOL SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS",



AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL OFFERING WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL OFFERING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL OFFERING(S) WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. POWERSCHOOL DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD-PARTY SOFTWARE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

10. INDEMNIFICATION.

10.1 Intellectual Property Indemnification by PowerSchool. Subject to Section 11 (Limitation of Liability), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer from and against any and all losses, liabilities, costs, expenses and damages (collectively, "**Liabilities**") to the extent arising out of or relating to any claim brought by a third party against Customer alleging the use of the PowerSchool Offering infringes or misappropriates the Intellectual Property Rights of such third party.

10.1.1 Mitigation. If Customer's use of the PowerSchool Offering is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the PowerSchool Offering, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool

Offering; or if (i) or (ii) is not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the fees prepaid by Customer for the applicable PowerSchool Offering.

10.1.2 Exclusions. The foregoing indemnification obligation of PowerSchool will not apply to the extent the applicable claim arises from or is attributable to: (i) modifications to the PowerSchool Offering(s) by any party other than PowerSchool or based on Customer's specifications or requirements; (ii) the combination of the PowerSchool Offering(s) with products or processes not provided or authorized by PowerSchool; (iii) any unauthorized use, access, or distribution of the PowerSchool Offering(s); or (iv) any action arising as a result of Customer Data, or any deliverables or components not provided by PowerSchool.

10.1.3 Sole and Exclusive Remedy. THIS SECTION 10.1 (INDEMNIFICATION BY POWERSCHOOL) SETS FORTH POWERSCHOOL'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.2 Data Breach Indemnification by PowerSchool. Subject to Section 11 (Limitation of Liability), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer from and against any Liabilities to the extent arising out of or relating to any claim brought by a third party against Customer alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to PowerSchool resulting from PowerSchool's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties.

10.3 Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**PowerSchool Indemnitees**") harmless against and from any Liabilities, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), brought by a third party against a PowerSchool Indemnitee to the extent relating to or arising out of: (a) any Customer Data; (b) any information or content (other than PowerSchool-provided content)

transmitted or submitted by Customer or its Users through the PowerSchool Offering or shared with any third party; (c) Customer's violation of Section 2 (PowerSchool Offering and Restrictions), or Section 4 (Proprietary Rights); or (d) Customer's gross negligence or willful misconduct. In addition, Customer shall indemnify and hold PowerSchool Indemnitees harmless against and from any Liability brought against a PowerSchool Indemnitee or Customer for alleged or actual violations of the TCPA in connection with Customer's use of or access to any PowerSchool Offering.

10.4 Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any threatened or actual Liability; provided that failure to provide such prompt notice will not release the indemnifying Party from its indemnity obligations except to the extent the indemnifying Party is materially prejudiced thereby; (b) the indemnifying Party will have sole control of the investigation, defense or settlement of any Liability; (c) the indemnified Party will fully cooperate with the indemnifying Party (at the indemnifying Party's expense) to facilitate the settlement or defense of any Liability; and (d) the indemnifying Party will not settle any claim or suit in a manner that results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11. LIMITATION OF LIABILITY.

11.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR "EXCLUDED CLAIMS", IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, IN EACH CASE ARISING OUT OF THIS AGREEMENT, THE POWERSCHOOL OFFERING, OR THE POWERSCHOOL SOFTWARE OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE.

11.2 CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR CLAIMS FOR FEES DUE TO POWERSCHOOL UNDER THIS AGREEMENT AND EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION OR ARISING OUT OF THIS AGREEMENT, THE POWERSCHOOL OFFERING OR THE POWERSCHOOL SOFTWARE, UNDER ANY LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COLLECTIVE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR "EXCLUDED CLAIMS" SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWENTY-FOUR (24)-MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED.

11.3 EXCEPTIONS.

NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS IN SECTION 11.1 (EXCLUSION OF DAMAGES) AND SECTION 11.2 (CAP ON MONETARY LIABILITY) SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR FRAUD.

11.4 FAILURE OF ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 11 WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. INSURANCE. During the Term, PowerSchool agrees to maintain insurance coverage consistent with PowerSchool's then-current certificate(s) of insurance. Upon execution of this Agreement, and one (1) time per calendar year upon Customer's request, PowerSchool shall provide Customer with



certificate(s) of insurance. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder on such certificate(s) of insurance. PowerSchool will provide notice and updated certificate(s) of insurance to Customer in the event of a cancellation or other material change to the insurance coverage(s) described in the applicable PowerSchool certificate(s) of insurance. For the avoidance of doubt, the obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of Section 11 (Limitation of Liability).

13. TERM AND TERMINATION

13.1 Agreement Term. This Agreement commences on the Effective Date and continues until a Party terminates the Agreement pursuant to the terms of this Agreement or until the Parties subsequently enter into a new agreement that supersedes this Agreement (the "Term").

13.2 Subscription Term. The subscription term of each Subscription Service (the "Subscription Term") will be as specified in the applicable Quote, which specifies a start and end date, provided that if the provision of the Subscription Service does not commence on the start date identified on the Quote, then the start date will be deemed as the date of the provisioning of the Subscription Services to Customer. Except as otherwise specified in the applicable Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

13.3 Suspension. If Customer's account is thirty (30) days or more overdue for any PowerSchool product or service (except with respect to charges then under reasonable and good faith dispute), PowerSchool reserves the right, in addition to any of its other rights or remedies, suspend Customer's access to any PowerSchool Offering and/or its performance of any of the Professional Services without liability to Customer, until PowerSchool receives all amounts due. Suspension shall not relieve Customer of its obligation to pay the entirety of the fees due. In addition, PowerSchool will have the right to suspend provision of the PowerSchool Offering or Professional Services under this Agreement if: (a) Customer or User accessed or used the PowerSchool Offering beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) Customer or any User is or has been

involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the PowerSchool Offering; or (c) Customer is notified that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer Data and the PowerSchool systems, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control.

13.4 Termination for Breach. Either Party will have the right to terminate this Agreement in whole or in part upon providing thirty (30) days' written notice to the other Party, in the event the other Party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this Agreement immediately upon providing written notice to Customer if Customer breaches any of its obligations under Section 2 (PowerSchool Offering and Restrictions) or Section 4 (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of Section 4 may result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

13.5 Termination for Non-Appropriation for Governmental Entities Only. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Offering captured in an applicable Quote that is the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period or the Subscription Term for which funds were appropriated, subject to Customer's providing the required notice herein. Customer will be obligated to pay all charges incurred through the end of the last fiscal period or Subscription Term for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated and that Customer wants to terminate the Agreement: (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the end of the applicable fiscal period or Subscription Term. Customer will not



utilize this clause as a right to terminate any Quote or this Agreement for convenience. PowerSchool reserves the right to request, and Customer shall provide, documentation evidencing such non-appropriation of funds.

13.6 Additional Right. In addition to any other termination rights, PowerSchool shall have the right to terminate this Agreement if Customer fails to make payment under any other agreement with PowerSchool and fails to cure material breach within thirty (30) days after receipt of written notice from PowerSchool.

13.7 No Other Termination Right. Except as expressly set forth in this Section 13, neither Party has a right to terminate this Agreement or any Quote prior to its expiration.

13.8 Effect of Termination. In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 1 (Definitions), 4 (Proprietary Rights), 6 (Fees and Payment), 7 (Third-Party Software; Embedded Applications), 9 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13.8 (Effect of Termination), and 14 (General Provisions) will survive termination or expiration of this Agreement. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the Quote or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote, as actual damages being impossible to calculate. The immediately preceding clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's material breach in accordance with Section 13.4 (Termination for Breach), or (b) as a result of non-appropriation of funds in accordance with Section 13.5 (Termination for Non-Appropriation).

13.9 Return or Disposal of PowerSchool Offerings. Immediately upon any termination of Subscription Service(s) under this Agreement, Customer will, at its own expense, either return to PowerSchool or destroy all copies of such PowerSchool Offering, and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Offering have either been destroyed or returned to PowerSchool.

13.10 Return or Disposal of Customer Data. Upon termination or expiration of the

Agreement, PowerSchool shall return to Customer or delete the Customer Data in its possession, custody or control in accordance with the terms of the DPA, unless otherwise required by applicable law.

14. GENERAL PROVISIONS

14.1 Governing Law. Except otherwise agreed in writing by the Parties, this Agreement will be governed by the laws depending upon the account country location as listed in the table below. Except otherwise agreed in writing by the Parties, the venue listed in the table will be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement. Each Party hereby consents to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer Information Transactions Act.

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

14.2 Compliance Verification. During the Term and for a period of one (1) year following termination of this Agreement, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of Section 2 (PowerSchool Offering and Restrictions), Section 4 (Proprietary Rights) and Section 6 (Fees and Payment) of this Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (b) make requested personnel, records, and information available to PowerSchool or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate



the timely completion of such compliance verification. If such verification process reveals any noncompliance, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this Section 14.2 do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Offering and other services and interest fees related to usage in excess of the quantities purchased.

14.3 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

14.4 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God or of a public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, or tsunamis.

14.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force.

14.6 No Waiver. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by a Party of any provision of this Agreement must be in writing and signed by such Party and will not imply subsequent waiver of that or any other provision.

14.7 Notices. All notices under this Agreement must be in writing and delivered and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested (or the equivalent delivery method in an international jurisdiction), the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon confirmed receipt. Email notifications to

PowerSchool shall be to legal@powerschool.com. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,
Attn: General Counsel
150 Parkshore Drive,
Folsom, CA 95630
legal@powerschool.com**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either Party may change its notice address by notifying the other Party in like manner.

14.8 Assignment. Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assigns.

14.9 No Reliance. Each Party acknowledges that it has not made any promise or representation that is not expressed in this Agreement; and that it has not been induced into entering this Agreement by any representation about the nature and extent of its existing or potential claims or damages made by the other Party or by the other Party's attorney, representative, or agent. The Parties are not relying upon – and disclaim reliance upon – any statement or representation that is not in this Agreement but are instead relying solely upon their own judgment in consultation with their respective attorneys.

14.10 Background Checks. Given the nature of the data we process, PowerSchool conducts thorough nation-wide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to



conduct a background check of its employees before any assignment of services from PowerSchool to the Customer.

14.11 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules, or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

14.12 U.S. Government Restricted Rights. PowerSchool Offering is a “commercial item” as that term is defined in 48 C.F.R. §2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire PowerSchool Offering only with those rights set forth herein.

14.13 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms

and conditions of the Agreement would be substantially different.

14.14 Attorney Fees. In the event any court action is commenced by one party against the other with respect to any dispute arising out of this Agreement or any Transaction Document, the prevailing Party will be entitled to recover its out-of-pocket and court costs and reasonable attorney fees relating thereto. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

14.15 Entire Agreement. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, responses to proposals, and negotiations with respect to same. THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENTATION SUBMITTED BY CUSTOMER WITH RESPECT TO POWERSCHOOL OFFERING OR ANY SERVICES, AND POWERSCHOOL HEREBY REFUSES ANY SUCH DIFFERENT OR ADDITIONAL PROVISIONS IN PURCHASE ORDERS OR OTHER DOCUMENTS. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments.

Upon execution of this document by their duly authorized representatives, the Parties enter into this Agreement as of the Effective Date.

POWERSCHOOL GROUP LLC

CUSTOMER: San Ysidro School District

By: _____

By: _____

Printed Name: _____

Printed Name: Marilyn Adrianzen

Title: _____

Title: Chief Business Official

Date: _____

Date: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: RENEWAL OF THE TEACHERS PAY TEACHERS (TPT) SCHOOL ACCESS
SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

Teachers Pay Teachers (TpT) School Access is a subscription for U.S. K-12 schools that gives teachers immediate access to a comprehensive library of more than three million TpT resources. The Subscription to Teachers Pay Teachers will equip educators with access to the resources and digital tools they need to teach at their best in any learning environment. Through TpT resources, teachers can connect to the expertise of other educators to teach at their best and inspire every student.

The Principal at Vista Del Mar Middle School is requesting approval to renew the TpT 1-year subscription for the 2022-23 school year, this will give access to all teachers in the school.

RECOMMENDATION:

Approve the renewal of the Teachers Pay Teachers 1-year subscription for Vista Del Mar Middle School at the total cost of \$2,400.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$2,400.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Company: Teacher Synergy LLC
Send Purchase Order to:
 Attn: School Purchasing Department
 PO Box 1411
 New York, NY 10276

Date Issued: 04/06/2022
Expiration Date: 06/21/2022

Send Payment to:
 Teacher Synergy LLC
 75 Remittance Drive – Department 6759
 Chicago, IL 60675-6759

SUBSCRIBER DETAILS:

Customer: Vista Del Mar Middle School
 4885 DEL SOL BLVD
 SAN DIEGO, CALIFORNIA, 92154

Sales Representative	TpT Quote ID
Eva Fine	Q027463

Account Contact:

Name: Irene Herrera-Cevallos
 Email Address: irene.herrera-cevallos@sysdschools.org

Invoicing Contact:

Name: Irene Herrera-Cevallos
 Email Address: irene.herrera-cevallos@sysdschools.org

SUBSCRIPTION DETAILS:

USERS	SERVICE TERM(S)
Up to 20	Start Date: 07/21/2022 End Date: 07/20/2023 Number of Terms: 1 Duration per Term (months): 12

SERVICE	RESOURCE LICENSES	FEE
TpT School Access Subscription	200 + any unused licenses from previous subscription term	2,400.00

ADDITIONAL SERVICES:

SERVICE	LIST PRICE	DISCOUNT	PRICE
Professional Development	\$500	100%	\$0

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Frequency*	Up Front/ Annual
Payment Method	Check
Currency	USD

*If Payment Frequency is Annual, each Term will be billed separately. Fees for the applicable Term will be invoiced at the start of the Term.

SUBTOTAL	\$2,400.00
Estimated Tax*	\$0.00
TOTAL	\$2,400.00

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can write the PO # in the box to the right and submit your signed PO with this signed Quote.

Purchase Order # (if applicable, for reference only)

Authorized Signature

Name: Marilyn Adrianzen

Title: CBO

Date:

Board approved: _____

Terms & Conditions:

This Quote is for the purchase of successive 12 Service Terms ("Terms") as indicated by. The number of Terms listed herein (collectively the "Subscription Commitment"), where each Terms includes access to the TpT School Access platform for the number of users and the number of resource licenses designated herein. The Platform Fee covers standard platform features currently available. TpT may introduce additional features available at an additional cost during the course of Subscription Commitment that Customer may be able to purchase by executing a Quote for such additional services and paying applicable fees. This Quote and your use of the TpT School Access Services is governed by our TpT School Access Subscription Terms ("Terms") found at the following URL: <http://bit.ly/TpTSchoolAccessTerms> which Terms are incorporated by reference into this Quote and together with this Quote and our Privacy Policy form the "Agreement". By signing this Quote, Customer agrees to be bound by this Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company's acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

TpT School Access Subscription Terms

Last Updated: 4/18/2022 See previous version [here](#).

Applicability of the 2/1/2022 update. Unless otherwise agreed or indicated, for existing Customers in an active Service Term as of 2/1/2022, the ability to carry over unused Resource Licenses in accordance with Section 6.3 will apply beginning on the start of your next Service Term based on the Access Level remaining at the end of your current Service Term as of 2/1/2022, and the ability to reuse Resource Licenses Accessed in past Service Terms will take effect as of either the start of your next renewal Service Term after 2/1/2022 or when the functionality is released, whichever occurs first.

These TpT School Access Subscription Terms (“Terms”) are entered into between Teacher Synergy LLC (“TpT”, “us”, “we”, or “our”) and the educational institution named on an executed TpT School Access Quote (or “Quote as defined herein” (“Customer”). Together with the Terms, any executed Quote(s), our [Privacy Policy](#), [Student Privacy Policy](#) and any other policies incorporated herein or attached hereto form the “Agreement” between TpT and the Customer. The individual entering the Agreement on behalf of Customer by signing a Quote represents and warrants that they are an authorized representative of and have the authority to bind the Customer to the Agreement. As to the subject matter of this Agreement, in the event of an inconsistency between these Terms, the terms of the Quote, any feature specific terms or policies, or the marketplace [Terms of Service](#), the order of precedence shall be first the terms of the applicable Quote followed by applicable feature specific terms (but only with regard to the use of such feature), followed by these Terms, provided such order of precedence shall only apply to the extent of a conflict. In the event of a conflict between the [Privacy Policy](#) and the [Student Privacy Policy](#), the [Student Privacy Policy](#) shall govern only with respect to Student Information (as defined therein) and only to the extent of the conflict.

1. **Definitions.** Capitalized terms throughout the Agreement shall have the meaning assigned in this section or elsewhere in the Agreement as applicable.
 - 1.1 **“Access Level”** means the maximum number of Resource Licenses that an Account may use to Access Resources during the Service Term, as listed on the applicable Quote.
 - 1.2 **“Access” or “Accessed”** means that, with regard to a Resource, the first time a User obtains a copy of the Resource by electronically viewing, downloading, printing or otherwise accessing the Resource through the School Access Platform. Once Accessed, i) a Resource is permitted to be used by the Accessing User in accordance with Section 3.2.3, and ii) except for Resources tagged as “Free” or Resources in the Flex Catalog, the Resource counts as a used Resource License towards the Account’s overall Access Level for that Service Term. Accessed Resources may not be returned or refunded for any credit towards the remaining Access Level.
 - 1.3 **“Account”** refers to an individual School Access account provisioned by TpT to each Customer, which houses the Customer’s information, and through which Customer’s Users access the Services.
 - 1.4 **“Account Owner”** is the individual the Customer assigns to the Account Owner User Role and who has the privileges defined in Sections 4.3.1 and 4.3.3. Only one User per Account may be designated as the Account Owner.
 - 1.5 **“Account Administrator”** is any one or more Users who are assigned to the Account Administrator User Role and who have the privileges defined in Sections 4.3.1 and 4.3.2.
 - 1.6 **“Account Member”** is any one or more Users who is neither an Account Administrator nor an Account Owner and who has the privileges defined in Section 4.3.1.
 - 1.7 **“Agreement”** means these TpT School Access Subscription Terms together with an executed Quote, our [Privacy Policy](#), [Student Privacy Policy](#), [Easel by TpT User Agreement](#) and any other policies incorporated herein. The Agreement governs the relationship between the parties and the terms and conditions on which TpT offers and Customer accepts the Services.
 - 1.8 **“Customer”** means the educational institution entity listed on the Quote which is purchasing, and will be receiving, the ordered Services.
 - 1.9 **“Customer Data”** means any data, information or material entered by or added to the Service by Customer or Customer’s Users or otherwise received by the Service from Customer or Customer’s Users in the course of

accessing or using the Service, for example, Customer's contact and billing information, Customer's roster of Users and User Account information.

- 1.10 **"Effective Date"** of the Agreement is the earlier of the date on which a valid Quote is signed by Customer and accepted by TpT (including electronically), or the start date of the Service Term set forth in an applicable Quote.
- 1.11 **"Fees"** refers to the amount due as listed on the applicable Quote for the particular Services ordered, as well as any other fees that may apply.
- 1.12 **"Flex Catalog"** means certain Resources which are designated or otherwise marked as being part of the "Flex Catalog" and for which Customer will not be charged a Resource License from its Access Level when its Users Access such Resources.
- 1.13 **"Order Terms"** means TpT's offer to Customer as described on the Quote including the identity of the Customer to receive Services, the Services being ordered (including Access Level), the Service Term, and the Fees Customer will be charged for those Services. Customer may accept the Order Terms by signing and returning the Quote prior to the Quote expiration date. If the Order Terms are not accepted, signed, and returned by the Quote expiration date, TpT will not be required to honor the Order Terms and the Customer may not be offered the same Order Terms on any subsequently issued Quotes.
- 1.14 **"Quote(s)"** means the TpT issued order document titled "TpT School Access Quote" memorializing the Order Terms TpT offers to Customer. Quotes are subject to the expiration date listed thereon, as applicable.
- 1.15 **"Resource(s)"** means the individual materials, as available, in the Resource Catalog that may be Accessed by Users. Resources are created and owned by TpT's marketplace sellers ("Teacher-Authors") and are licensed by the Teacher-Author for use through the Services. TpT cannot and does not guarantee the availability or accessibility of any particular Resource at any time.
- 1.16 **"Resource Catalog"** means the collection of Resources that are available, at any given time, through the Services. The Resource Catalog is subject to change during the Service Term as Resources may be added and/or removed throughout the Service Term at TpT or the Teacher-Author's discretion.
- 1.17 **"Resource License"** refers to individual units making up Customer's Access Level. Except for Resources marked as "Free" and Resources in the Flex Catalog, Customer spends one "Resource License" for each Resource a User Accesses during the Service Term.
- 1.18 **"Services"** refers to the TpT School Access platform and features ("School Access Platform"), the Resource Catalog, Resources, and any related products or services that TpT may offer.
- 1.19 **"Service Term"** is the duration pursuant to which you can use to the Services, as determined by the start date and end date listed on the applicable executed Quote.
- 1.20 **"User(s)"** means any individual who is given access to the Services through the Customer's Account including Account Members, Account Administrators, and the Account Owner. All Users of a Customer's Account must be authorized employees, contractors or agents of the Customer.
- 1.21 **"User Account"** means the individual account of a User as part of the Customer's Account.
- 1.22 **"User Roles"** means the defined roles (Account Member, Account Administrator, or Account Owner) that Users under the Account can be assigned, each of which relate to a set of privileges with respect to the use and administration of Customer's Account. Every User must have an assigned User Role.

- 2. **Services description.** TpT School Access is a subscription-based service that, subject to this Agreement, allows Customer and its Users access to the School Access Platform, available standard features, and Resources, as available, in the Resource Catalog for the Service Term. TpT agrees to provide the Services as set out on the applicable Quote. TpT reserves the right to modify, and/or make improvements, or updates to the Services at its discretion and may, from time to time, offer or introduce additional features or services for which there may be additional Fees and/or terms and conditions of use, which by this reference are incorporated herein.

3. **License Grants and Use Restrictions.**

- 3.1 **Services.** Subject to limitations described herein and in accordance with the terms of any Quote, TpT grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free right to (i) access and use the Services during the Service Term solely for the internal purposes of the School in accordance with this

Agreement and the applicable Quote (ii) use Accessed Resources in accordance with the applicable license terms and as further set forth in Section 3.2.3. Customer may not, and may not permit its Users or others to, (a) share or provide access to the Services to any other entity or third parties other than as specifically permitted hereunder; (b) resell, rent, lease, or sublicense the Services; (c) reverse engineer, decompile, attempt to discover or derive the source code from, or create derivative works of the Services, and/or (d) use or share Resources or Resource Licenses in violation of Section 3.2.3, for example by sharing Resources or Resource Licenses with others, including other Users. Notwithstanding the license granted herein, as between TpT and the Customer, TpT maintains all legal right, title and interest in and to the Services, including all intellectual property and proprietary rights and this Agreement does not convey any such rights except as expressly described herein.

3.2 Resources. Customer's Users may Access Resources available through the Services in accordance with the following terms.

3.2.1. Access Level. Subject to the terms of this Agreement, Customer's Users are permitted to collectively Access up to the number of Resource Licenses associated with Customer's Access Level, per Service Term, which is listed on the applicable Quote. Resource Licenses are personal to the User who Accessed the particular Resource, and may not be shared or transferred. This means that: (i) in the event that more than one User Accesses the same Resource (except for Resources tagged as "Free" or Resources Accessed from the Flex Catalog), each User's Access counts as a used Resource License towards the Customer's overall Access Level for the applicable Service Term, (ii) Resource Licenses used by a User who is thereafter removed from the Account may not be recouped, retained, transferred or otherwise used by another User.

3.2.2. The Flex Catalog. In addition to its Access Level, Customer may have access to the Flex Catalog. If a Resource is in the Flex Catalog, Access by Customer's Users will not count towards Customer's Access Level. Which Resources are in the Flex Catalog at any given time is subject to change, and in the event a Resource is no longer part of the Flex Catalog, a Resource License will be required to Access such Resource.

3.2.3. Limited License. When a User Accesses a Resource through the Services, the Teacher-Author grants the Accessing User a non-exclusive, royalty free, non-transferable, revocable, limited license to use the Resource solely for that User's use for the internal and, as expressly permitted herein, instructional purposes of the Customer. Except for Resources Accessed through the Flex Catalog for which this license shall expire at the end of each Service Term, Users are permitted to use Accessed Resources so long as Customer is in an active Service Term and the Accessing User has an active User Account with the Customer, and provided the Resource remains available in the Resource Catalog. For each Resource Accessed, the license granted herein is personal to the Accessing User and may not be shared with other Users or any third parties, except that a User may use the Resource as necessary with the User's students for instructional purposes. Customer will not and will not permit its Users to reproduce, copy, distribute, display, resell, rent, lease, publish, share online (including posting to any Customer website, shared drives, or centralized database), create derivatives of, or otherwise use Resources beyond the license granted herein. This license may be revoked at any time during the Service Term if TpT is no longer able to host the Resource for any reason including for example, to comply with any policies or laws. No credit or adjustment will be made to Customer's remaining Access Level as a result of a license being revoked.

3.2.4. Digital and Student Tools. Customer and Customer's Users may use Accessed Resources with available Student Tools (as defined in our Student Privacy Policy) which are tools and other available functionality enabling digital use and interaction with students, including but not limited to Easel by TpT. Any use of Student Tools by Customer or any of Customer's Users is governed by and subject to the [Student Privacy Policy](#), and any use of the Easel by TpT is governed by and subject to the [Easel by TpT User Agreement](#), each of which are incorporated herein and made part of the Agreement by reference.

4. Account, Users, Rights and Responsibilities.

4.1 Account provisioning. Prior to the start of the Service Term, TpT will provision an Account to the Customer's designated Account Owner.

- 4.2 **User Seats.** Customer may add or invite up to the number of Users indicated on an applicable Quote to join its Account. Each User will have a unique User Account and User Accounts may not be shared by multiple individuals. In the event that a User is removed from the Customer's Account the User's Account will be closed and a new User with a new User Account may be added to the Customer's Account.
- 4.3 **User Role Privileges.** Users have the following rights and responsibilities as determined by their assigned User Role.
- 4.3.1. **All Users.** All Users can access the Services to discover and Access Resources, subject to the limitations described herein. Any User who has been removed from the Account may no longer access the Services. TpT shall revoke all licenses and rights to use the Services and any Resource Licenses acquired by a User when the User is removed from the Account.
 - 4.3.2. **Additional Rights of Account Administrator.** Each Account may have multiple Users assigned to the role of Account Administrator. Account Administrators can add, remove, and otherwise manage Account Members.
 - 4.3.3. **Additional rights of Account Owner.** Each Account can only have one Account Owner. The Account Owner serves as the primary contact person for the Customer and has the highest level of authority out of the Users to manage the Account. Notices and other important communications related to the Account will be sent to the email address associated with the Account Owner, which must be an email address owned or controlled by, or licensed to, the Customer (e.g. within the Customer's email domain). The Account Owner can add, update or remove Users, update User Roles, and manage information and settings associated with the Account. Only the Account Owner can assign a different user as the Account Owner.
 - 4.3.4. **Additional rights of TpT.** TpT reserves the right to refuse registration of, or to cancel, Accounts or login information that violate the terms and conditions set forth in this Agreement. TpT also reserves the right to transition, including without limitation at Customer's request, Account (including Account Owner) access to another individual employed by Customer if necessary for the orderly transition, maintenance, or operation of Customer's Account.
- 4.4 **Responsibility for Users.** Customer is responsible for all loss or damage arising from Customer's and its Users' acts, omissions or failure to keep the Account (including User Accounts) secure, for all activity that happens under its Account (including User Accounts), including the actions of its Users or other third parties (whether or not such activity was with Customer's knowledge or consent), and for ensuring that its Users comply with this Agreement. Customer shall be responsible for any breach of this Agreement by any of its Users.
- 4.4.1. **Login Credentials.** Customer is responsible for ensuring the security and confidentiality of its Account and for ensuring that its Users maintain the security and confidentiality of their login information (e.g., login id and password) associated with the User's School Access User Account. Customer will immediately notify TpT of any unauthorized use or access to its Account (including any User Accounts) or any other actual or suspected breach, accidental disclosure, loss or theft of any login information associated with Customer's Account. TpT will not be liable to Customer for any loss or damage arising from any unauthorized activity on the Account (including User Accounts), or any other failure to secure access to Customer's Account (including User Accounts).
 - 4.4.2. **Prohibited Activities.** Customer must ensure that its Users comply with this Agreement and any policies or documentation pertaining to use of the Services, and Customer must not and must not permit its Users to (i) remove any title, trademark, copyright or restricted rights notices or labels from the School Access Platform, Resources or any related documentation, (ii) share accounts or passwords with anyone, (iii) post, transmit, disseminate, send, or share any Customer Data, content, Reviews (as defined below), or communication that is or may be infringing, libelous, defamatory, hateful, harassing, offensive, explicit, or otherwise objectionable or inappropriate, (iv) introduce any malicious code or viruses to the Services, (v) engage in any activity that overloads or causes a strain on the Services or otherwise impacts or impairs the ability of another Customer to use and enjoy the Services, (vi) attempt to gain unauthorized access to the Services or use the Services beyond what is permitted in this Agreement including, but not limited to, accessing or attempting to access the Services (including Resources) beyond the Customer's Access Level or Service Term.

5. Customer Data and Feedback

- 5.1 **Customer Data.** Except as provided herein, as between Customer and TpT, Customer owns the Customer Data and is responsible for the accuracy and completeness of Customer Data and for ensuring that it has the proper authority to grant TpT the right to use Customer Data in accordance with this Agreement. Customer grants TpT all necessary rights to use, access, and disclose Customer Data (i) as necessary to provide the Services, (ii) for the purpose of TpT enforcing its rights under this Agreement, (iii) for TpT's business purposes including but not limited to analytics, evaluations, benchmarking tests, studies, monitoring, and (iv) for research, development or other purposes to improve our Services.
- 5.2 **Insights and Activity Feed.** The Services may include features that display activity or reports related to usage of the Services, Resources Accessed by Users, or other insights or engagement information related to Customer's Account and its Users. Such activity and reports may be viewed by any Users, unless otherwise specified.
- 5.3 **Usage Data.** Data related to Customer or its Users' use of the Services which doesn't identify Customer's Users individually or personally, and Customer Data that has been anonymized or aggregated, is "Usage Data". Usage Data will be owned by TpT and may be used, retained, and disclosed by TpT in its discretion for any and all business purposes.
- 5.4 **Feedback.** As you use the Services, you may provide, or we may solicit, feedback about your experience and satisfaction, suggestions or ideas for improvements, modifications, or new features for the Services or any other aspects of our current or future business ("Feedback"), through various means, including but not limited to usability research, account management communications, interactions with our customer support team, and surveys. You agree that all Feedback is the sole property of TpT, and, as such, TpT may use your Feedback without consideration or compensation for any and all purposes in our discretion including internal business and development purposes and external marketing and promotional purposes. You hereby make and agree to make all assignments necessary to affect the foregoing ownership.
- 5.5 **Resource Ratings and reviews.** Users may have the opportunity to rate and/or leave a written review of Resource(s) the User has Accessed through the Services ("Reviews"). Customer and its Users grant TpT the right to use, display, and reproduce such Reviews including the User's name as published with such Review i) throughout the Services, as well as through any other services or platforms we may currently provide or hereinafter develop, and ii) for any and all marketing, promotion, or other business purposes in TpT's discretion.
- 5.6 **Student Data.** To the extent that TpT collects personal information from Student Users (as defined in our Student Privacy Policy) on Customer's behalf as a result of Customer's or Customer's Users' use of Student Tools, such information will be treated in accordance with our [Student Privacy Policy](#).

6. Fees and Payment

- 6.1 **Fees.** The Fees due for the Services are as listed on the applicable Quote. Fees are subject to change from time to time, and Customer will be charged the then-current Fees in effect for the applicable Services at the time the Quote is executed.
- 6.2 **Invoicing and Payment.** Customer will be invoiced for, and agrees to pay, the full amount of any Fees listed on each executed Quote. Payment may be made by one of the accepted payment methods designated by TpT, which TpT reserves the right to modify in its discretion. Payment will be due in full within 30 days of the date of invoice, unless otherwise indicated on the Quote, and TpT reserves the right to suspend or terminate Services in the event of late payments or unpaid Fees. All payments for the Services are due in advance, non-refundable and non-cancellable, except as expressly provided herein, and are based on the Services ordered not the Services actually used. Customer will not be due any amount of a refund for any unused User seats or unused portion of the Access Level, and Customer may not reduce its User Seats or Access Level during the Service Term. Customer may, during the Service Term, purchase additional User seats or upgrade its Access Level by executing an additional Quote and paying any additional Fees for such increase in accordance with this section.
- 6.3 **Access Level Rollover.** In the event Customer has unused Resource Licenses in its Access Level at the expiration of Customer's Service Term, TpT agrees that if Customer renews for a subsequent Service Term, the unused portion of a Customer's expired Access Level will be rolled over and added to the Access Level of the Customer's next

Service Term. For the avoidance of doubt, rolled over Resource Licenses will be in addition to Customer's renewal Access Level and will not be discounted against the Access Level purchased on renewal.

- 6.4 **Taxes.** The Quote may list and TpT may charge sales tax as applicable unless TpT has first received a valid sales tax exemption form. If no sales tax is listed or charged and TpT later determines that sales tax should have been charged, TpT will invoice Customer, and Customer agrees to pay, any amount of sales tax that may be due as a result of Customer's purchase of the Services. Customer is solely responsible for any use tax that Customer may owe.

7. Term and Termination.

- 7.1 **Term and renewal.** All Service Terms will be for one year unless otherwise specified on the applicable Quote. The Service Term will start and end on the dates specified in the applicable Quote, or if no end date is listed, then the end date will be the date one year from the start date. To continue to use the Services after the expiration of each Service Term, Customer will have to execute a new Quote and pay the associated Fees for each subsequent Service Term. The Agreement remains in effect from the Effective Date until the end of the final Service Term (when there are no active Quotes in effect between the parties), except that certain provisions shall survive the Agreement as provided in section 7.3.

7.2 Termination.

- 7.2.1 **Expiration.** Except as provided herein, this Agreement will terminate at the expiration of the then-current Service Term if the Customer does not execute a new Quote and enter into a subsequent Service Term.

- 7.2.2 **Termination for breach.** This Agreement may be earlier terminated by Customer or TpT in the event the other party breaches a material term of this Agreement which breach is not cured within 30 days of the aggrieved party providing notice of the breach to the breaching party. Notwithstanding the foregoing, TpT may terminate the Agreement immediately if Customer violates section 3, section 4.4, or section 6. If TpT terminates the Agreement in accordance with this section 7.2.2, any outstanding or unpaid Fees will become fully due and payable. If Customer terminates this Agreement in accordance with this section 7.2.2 for TpT's uncured material breach of this Agreement, Customer will be due a prorated refund for any Fees paid for unused portion of the Services which unused portion shall be calculated by multiplying the total Fees due by the percentage of Resource Licenses remaining unused as of the date of termination (from the total number of Resource Licenses permitted by Customer's Access Level) and subtracting any unpaid Fees.

- 7.3 **Effect of Termination.** Upon any termination of this Agreement or expiration of any Service Term, Customer and its Users will immediately cease any use or access of the Services and any Resources. All licenses granted in section 3 expire and are hereby revoked as of the date of termination of this Agreement or expiration of any Service Term. This means that Customer may not and will not permit its Users to continue using any Resources Accessed after its final Service Term ends or upon earlier termination in accordance with Section 7.2.2, and Customer agrees to destroy or return any copies of any Resources, documentation, notes, Confidential Information or other materials relating to the Service that may still be in its or its Users possession. For example, Customer must ensure that any copies of Resources that have been downloaded, printed, or otherwise saved by Customer's Users are destroyed and will no longer be used after termination of this Agreement. The following provisions of the Agreement shall survive termination of the Agreement: sections 1, 3, 4.4.2, 5, 6.2, 6.3, 7, 8, 9, 10, 11, 13, and 14.

8. Confidentiality.

- 8.1 **Definition.** "Confidential Information" means information and materials provided by a party ("Discloser") to the other party ("Recipient") that (i) are identified as confidential at the time of disclosure, or (ii) a reasonable person should understand to be confidential based on the nature of the information and materials and all other relevant factors. Notwithstanding the foregoing, information that (a) was already rightfully known by or disclosed to the Recipient without restriction at or before the time of disclosure by Discloser, (b) is or becomes publicly known without fault of the Recipient, or (c) is or was independently developed by the Recipient without access to or reliance on the Confidential Information shall not be considered Confidential Information. Customer's Confidential Information includes Customer Data except for any such Customer Data that is also Usage Data. TpT's Confidential Information

includes the terms of this Agreement, including pricing terms offered under any Quote, TpT's non-public business plans, all non-public aspects of the Services (including the Beta Features (as defined below)). Due to the unique nature of TpT's Confidential Information, Customer agrees that any breach or threatened breach of this section 8.1 by Customer will cause not only financial harm to TpT, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, TpT shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

8.2 **Permitted use and disclosure.** Customer may only use the Confidential Information of TpT as necessary to exercise its rights and meet its obligations under this Agreement and may only share such Confidential Information as may be necessary with its employees, contractors, or agents (together "Representatives") (i) having a need to know the Confidential Information, and (ii) who have been apprised of and agree to restrictions at least as protective of the Confidential Information as this Agreement. Customer shall be responsible for any breach of its obligations hereunder by any of its Representatives. TpT may use Customer's Confidential Information, and may share Customer's Confidential Information with employees, contractors, and subcontractors as needed to provide the Services to Customer. Notwithstanding the foregoing, Recipient's disclosure of the Discloser's Confidential Information in response to a government request, a court order or other legal process, or as otherwise required by law, will not be a violation of this section; provided that prior to any such disclosure, Recipient shall use reasonable efforts to (a) promptly notify Discloser in writing of such requirement to disclose, and (b) cooperate with Discloser in protecting against or minimizing any such disclosure or obtaining a protective order.

8.3 **Obligations.** Except as provided above, the Recipient may not use the Discloser's Confidential Information for any purpose beyond those described in section 8.2, must hold in confidence; may not disclose, or permit other to disclose, Discloser's Confidential Information to any third parties; and must exercise at least the same degree of care to protect the Discloser's Confidential information from unauthorized access as it would its own Confidential Information, but no less than reasonable care.

9. Warranties and Disclaimers.

9.1 **Warranties by Customer.** Customer represents and warrants that (i) the individual entering this Agreement for Customer is a duly authorized representative of Customer with authority to enter into this Agreement on Customer's behalf and bind Customer to the terms of this Agreement, (ii) that Customer will comply with all local, state, and federal laws and regulations as applicable to its use of the Services, (iii) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound, and (iv) Customer Data does not and will not infringe any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity.

9.2 **WARRANTY DISCLAIMER.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TPT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR AVAILABILITY. TPT CANNOT AND DOES NOT GUARANTEE THAT THE SERVICES WILL BE FREE OF ERRORS, BUGS, OR OTHER DEFECTS OR THAT ANY SUCH DEFECTS WILL BE REMEDIED. TPT CANNOT AND DOES NOT MAKE ANY GUARANTEES AS TO THE QUALITY, ACCURACY, EFFECTIVENESS, SUITABILITY OR APPROPRIATENESS OF ANY RESOURCES, THAT RESOURCES WILL BE FREE OF INFRINGEMENT, OR THAT ANY PARTICULAR RESOURCE WILL BE OR REMAIN AVAILABLE THROUGH THE SERVICES.

10. **Limitation of liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL TPT BE LIABLE TO YOU OR ANY OTHER PERSON (A) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER; (B) ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR (C) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. TPT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT OR CUSTOMER'S USE OF THE SERVICES SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER TO TPT (IF ANY)

FOR THE SERVICES IN THE TWELVE MONTH PERIOD PRIOR TO THE CLAIM ARISING OR \$100 (U.S.), WHICHEVER IS GREATER, EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE TPT'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. ALL THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF TPT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ALL THE FOREGOING LIMITATIONS ALSO APPLY WITH RESPECT TO TPT'S LICENSORS, CONTRACTORS AND AGENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY SUCH CASES.

11. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless TpT from and against any and all damages, costs, expenses (including reasonable attorney's fees) arising from third party claims related to (i) Customer's or any of its Users', agents', employees', or contractors' misuse of the Services, (ii) Customer's or any of its Users', agents', employees', or contractors' gross negligence or willful misconduct, (iii) TpT's use of any Customer Data, (iv) Customer's breach of any representation, warranty, covenant or other agreement made herein, or (v) Customer Data infringing any patent, trademark, trade secret, copyright, right of publicity or any other proprietary right of any other person or entity.
12. **Trial Access and Beta Features.** In the event that TpT allows any Customer (i) to use the Services for any period prior to the start date of the Customer's Service Term; (ii) to test or use any portion of the Services without entering a Quote or paying applicable Fees; or (iii) early access to features that are not yet publicly available ("Beta Features") any such access is "Trial Access", Customer understands and agrees that, (a) notwithstanding anything to the contrary in the Agreement, the terms of the Agreement apply to any such Trial Access, except in the case of any direct conflict with this section 12, in which case this section 12 shall apply, and (b) Trial Access is at Customer's own risk, (c) TpT makes no representations or warranties of any kind with respect to the Trial Access or any Beta Features, (d) TpT may revoke Trial Access at any time with or without warning or cause, (e) TpT may never make the Beta Features publicly available and may modify or remove Beta Features at any time, (f) TpT will not be liable to Customer for any loss, damage, or expense Customer may incur as a result of the Trial Access or using any Beta Features. TpT is not obligated to offer Trial Access or Beta Features to any Customer, and reserves the right to condition Trial Access or access to Beta Features on a commitment by Customer to provide Feedback in the form of user research calls, surveys or other forms.
13. **Government Agencies & Public Entities** If you are a federal, state, or local government or government agency in the United States and are using TpT in your official capacity, the following amendments to these Terms apply:
 - 13.1 **Federal Governments & Entities.** If you are a federal government or federal government entity, the provisions entitled "Indemnification," and "Governing Law" apply to your official use of the Services only to the extent permitted by federal laws or regulations.
 - 13.2 **State and Local Governments & Entity.** If you are a state or local government, or state or local government entity, the provisions entitled "Indemnification," and "Governing Law," will apply to your official use of the Services only to the extent permitted by your jurisdiction's laws.
14. **General.**
 - 14.1 **Entire Agreement.** The Agreement constitutes the entire understanding and agreement between TpT and the Customer and supersedes any and all previous or alternative terms, conditions, documents, or agreements whether oral or in writing as to the subject matter of this Agreement. For the avoidance of doubt, no force or effect will be given to any additional terms or conditions that may be contained in any Customer document (including but not limited to purchase orders, vendor agreements, procurement solicitations, or other procurement documentation) unless explicitly in reference to the Services described in this Agreement and agreed to by TpT in writing, and regardless of any failure by TpT to object.
 - 14.2 **Publicity.** Customer permits TpT to use the Customer's name, logos, and/or likeness, and, notwithstanding anything to the contrary in this Agreement, including without limitation any confidentiality and non-use obligations, information related to the Customer's location (e.g., address, neighborhood, geographical area, city, and state) on any published customer lists, as a reference with other potential customers, and in other marketing and promotional materials or campaigns in order to identify Customer as a customer of the Services and may disclose

information as to which Resources Customer's Users have Accessed. Customer may not use TpT's name, logos, or likeness for any purposes without TpT's prior written consent.

- 14.3 **Assignment.** Customer may not assign or transfer any of its rights, responsibilities, or obligations of this Agreement to any third party without the prior written consent of TpT. TpT may, in its discretion and without prior consent, assign its rights, responsibilities, and obligations to any successor to all or substantially all of its assets (whether by sale of assets or equity, merger, consolidation or otherwise).
- 14.4 **Relationship.** Customer and TpT are each independent contractors. This Agreement creates no employment, partnership, joint venture, or other relationship between the parties.
- 14.5 **Modifications.** TpT may amend the Agreement from time to time. TpT will notify Customer of any material changes by sending an email to the Account Owner and/or posting notice on the Services. Each such notice will provide an effective date of the change and your continued use of the Services beyond the effective date of the change serves as your agreement thereto. No modifications of the Agreement by Customer will have any force or effect unless agreed to in writing by TpT.
- 14.6 **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 14.7 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof. Exclusive jurisdiction and venue for actions related to this Agreement will be the state and federal courts located in New York County, New York, and both parties consent to the jurisdiction of such courts with respect to any such actions.
- 14.8 **Incorporated Agreements**
 - 14.8.1. Privacy Policy. <https://www.teacherspayteachers.com/Privacy-Policy>
 - 14.8.2. Student Privacy Policy. <https://www.teacherspayteachers.com/Student-Privacy-Policy>
 - 14.8.3. Easel by TpT User Agreement.
<https://ecdn.teacherspayteachers.com/static/tptdigitaltooluseragreementpublished232020.pdf>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE WATERFRONT GRILL AT PIER 32

BACKGROUND INFORMATION:

The Vista Del Mar Middle School's Associated Student Body (ASB) hosts a dance for approximately 200 8th graders that will be promoting to High School. This year, the ASB voted and approved to have their 8th grade dance off site at The Waterfront Grill at Pier 32 in National City. The date of the event is planned for Wednesday, May 25, 2022 from 4:00 to 8:00 p.m.. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The cost implication for this Agreement is \$5,070.00 for rental fee and food included for 200 people. Other fees may apply.

RECOMMENDATION:

Approve/Ratify the agreement with the The Waterfront Grill at Pier 32 to occupy and use of facilities for the Vista Del Mar Middle School's 8th grade promotion dance to be held on Wednesday, May 25, 2022 at an estimated cost of \$5,070.00 from the Vista Del Mar Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes ☐ No

Requisition #

\$5,070.00

(Amount)

ASB Funds

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

THE WATERFRONT GRILL AT PIER 32

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The Waterfront Grill at Pier 32 MASTER CONTRACT FOR SPECIAL EVENTS

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT-READ IT CAREFULLY

Guest Name: Irene Herrera-Cevallos	Date of Event: May 25, 2022
Company Name: Vista Del Mar Middle School ASB	Time of Event: 4 pm
E-mail: irene.herrera-cevallos@sysdschools.org	Cell #: (619) 453-9125
Address: 4885 Del Sol Blvd.	
City: San Diego	State: CA Zip Code: 92154
Slip Number:	

	<u>Menu</u>	<u>Notes</u>	<u># of People</u>	<u>Price</u>	<u>total</u>
	Angus Sliders		200	\$20	\$4000
	Chicken Tenders				
	French Fries				
	Flatbread Pizzas				
				Tax 8.75%	\$350
				gratuuity 18%	\$720
				Estimated total	\$5070.00

1. DEPOSIT: A 50% deposit is required for each facility occupied and/or event booked. The deposit is due within 10-days of making your reservation. The deposit may be forfeited if you cancel your reservation (See "Cancellation" below).

• **APARTMENT ONLY:** A deposit of \$300.00 for tenancies of two weeks or less and \$1,000 for tenancies greater than two weeks. The deposit is due within 10-days of making your reservation. The deposit will be refundable providing the property is left in the same condition as found, including the return of all keys and review of premises after departure. The deposit may be forfeited if you cancel your reservation (See "Cancellation" below).

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Ph: (619) 718-6240

THE WATERFRONT GRILL AT PIER 32

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2. DAMAGE: Guest(s) acknowledges The Waterfront Grill's authority to deduct from deposit for damages to the unit occupied by the Guest(s) and/or his/her Guest(s). Each Guest will be financially responsible for damage done to the property beyond normal wear and tear. If there is damage to a property or its contents within, after the Guest(s) departure, the Guest will be notified of any excessive cleaning needed or damages made and the amount will be deducted from the deposit. If damage exceeds the deposit, Guest agrees to pay for the cost of damages exceeding the deposit immediately upon demand.

3. RENT & FEES: The balance due, which includes rent, cleaning fee (if applicable), and deposit shall be paid in full 30 days prior to occupancy. Should you make a reservation with a check-in date 30 days or less prior to occupancy the amount is immediately due and payable. Checks that do not clear are subject to NSF fees and administrative fee. Neither a late arrival nor an early departure will reduce the rent contracted since the property is reserved specifically for you for the dates agreed to above.

4. ARRIVAL & DEPARTURE: The rental period will be for duration of 8 hours including set up and break down. Each additional hour will be charged at a rate of \$30.00 per hour if arrangements are made in advance. A curfew of 9:30 pm will be strictly enforced for all events. Keys for facility rental are NOT available until the property is ready for occupancy. No exceptions to this policy will be made. The Waterfront Grill will use its commercially reasonable efforts to have the Premises ready for Guest occupancy at check-in time, but The Waterfront Grill cannot guarantee the exact time of occupancy. All keys are to be checked out and returned to The Waterfront Grill, during office hours (see below) or by special arrangements made in advance LATE CHECKOUTS, WITHOUT PRIOR OFFICE APPROVAL, WILL RESULT IN AN ADDITIONAL CHARGE OF \$100 per hour.

5. CLEANING REQUIREMENTS: Guest acknowledges that the premises are in good order and repair, unless otherwise indicated within two (2) hours of check-in. Guest(s) are required to leave the property in the same general condition it was when Guest(s) arrived. You will be charged for any expenses for extra cleaning, damage (including stains), or loss of inventory, which will be billed to the credit card on file. No confetti, streamers or anything similar is allowed.

6. MAINTENANCE CREW: A maintenance crew may be provided upon request for the set up and/or removal of equipment and trash service. The crew will be charged at a rate of \$30.00 per man hour Monday through Sunday between the hours of 8:00am – 4:00 pm and \$45 per man per hour between the hours of 5:00pm – 7:00am Monday through Sunday and all holidays. If the guest does not request the maintenance crew for the event then the guest is responsible for picking up trash and properly disposing it to the dumpsters. If not, and The Waterfront Grill incurs expense cleaning up, then the deposit will be reduced for those costs.

7. SECURITY: All events, serving alcohol, with over 30 in attendance will require a security guard to be on site during the event. An additional guard will be added for every 50 guests in attendance. A four hour minimum will be charged at \$20.00 per man hour, and 1&1/2 times the hourly rate on all observed holidays. Additional security may be required.

8. CANCELLATION: For cancellations made 30 days or more prior to arrival, the client will receive a full refund of any monies received less a \$75 cancellation fee. Cancellations made less than 15 days prior to arrival will forfeit any monies received for the rental and/or event.

9. LOCKOUT POLICY - In the event a Guest(s) is locked out of a property, the Guest(s) can borrow a key by coming to the office. If there is an agent in the office after hours there is no charge. If an agent is not available a locksmith may be required. The Guest(s) will be responsible for the setup and cost of this procedure. Please contact Busy Bee at 619-733-0172 for service

10. NO PETS/NO SMOKING: No pets and no smoking are allowed in interior spaces. Having a pet or smoking in the premises is a material breach of this agreement and your deposit shall be forfeited. You must immediately vacate and pay any damages upon demand.

11. RULES AND REGULATIONS: The property being rented is a **Le Bateau Irve, The Beach, The Pier, The Plaza, The Deck, The Bayside room, and/or The Captain's Quarters (Circle appropriate)** located in the marina. There may be people living nearby who are year-round residents. Excessive noise, rowdy behavior, loud music, or other nuisances will not be tolerated by the live aboards or by The Waterfront Grill. Tenant agrees to abide by any and all Rules & Regulations including, but not limited to, rules with respect to noise, odors, disposal of refuse, parking, and use of common areas. Rules and Regulation forms are provided for you at check-in explaining the rules. Violation of any rules and regulations will be deemed a material breach of this rental agreement and your deposit shall be forfeited and you must immediately vacate and pay any damages upon demand. Tenant also agrees to pay any fines assessed by the City of National City which is a result of the tenant's violation of City or association ordinances pertaining to noise, vandalism and overcrowding, and to vacate the property immediately upon being cited.

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THE WATERFRONT GRILL AT PIER 32

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12. ASSIGNMENT & SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises.

13. REPAIRS/SERVICE CALLS/REFUNDS: The Waterfront Grill cannot guarantee against mechanical failure of any appliances and equipment. Please report any inoperative equipment to our office immediately. The Waterfront Grill will make every reasonable effort to have repairs done quickly and efficiently. Should a repairperson make a call to a unit and find that the equipment is in working order and the problem was due to the Guest(s) oversight or neglect, the charge for service will be the Guest(s) responsibility. No refunds or rent reductions will be made due to failure of appliances or equipment. In the event of immediate repair service please contact the Marina Office during normal business hours. You may contact our guard service from 5pm – 8 am at 619-572-1429.

14. PARKING: Parking is NOT guaranteed. A parking management plan may be required.

15. DELIVERIES/SHIPPING: The Waterfront Grill does not have extra storage. Therefore, any packages delivered may be returned to sender.

16. PERMITS/LICENSING: If the event requires permit(s) it is the responsibility of the client to contact the Alcoholic Control Board, National City Fire Department and/or the National City Police Department. All permits required by the City, County or State must be received in The Waterfront Grill office not later than twenty eight (14) days prior to the beginning of the rental term. Failure to do so will permit the lessor, at its option, to terminate this rental agreement.

17. ACTS OF GOD / CONSTRUCTION NOISE: The Waterfront Grill shall not be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire, smoke, strikes, war, inclement weather, and construction noise from nearby sites. No rebate or refund will be offered in these circumstances.

18. ENTRY & INSPECTION: The Waterfront Grill shall have the right to enter the premises: (a) in case of emergency, (b) to make necessary repairs, (c) to verify that the terms of this agreement are being met.

19. HOLDING OVER: Guest agrees that any unauthorized "holding over" of the property past the stated rental period could severely jeopardize The Waterfront Grill and cause loss of rental income from other previously booked tenants, temporary and/or permanent loss of business, goodwill and reputation; and could force The Waterfront Grill to breach an agreement with other guests who may have reservations during guest's unauthorized "holding over" period. In this event The Waterfront Grill may be legally liable for damages to said other tenant(s). Guest should be aware that unauthorized "holding over" has been construed as a factor in establishing "malicious continuing occupation" of rental property that may entitle The Waterfront Grill to treble damages in any unlawful detainer action. Guest also recognizes that unauthorized "holding over" could be grounds in court as a cause of action for intentionally interfering with The Waterfront Grill prospective business position and guest agrees to fully indemnify The Waterfront Grill for any and all losses sustained as a result of any such "holding over" including attorney's fees and expenses.

20. INDEMNIFICATION: Guest(s) agree to hold The Waterfront Grill harmless from any and all claims for damages or injuries occurring on the premises or any part thereof, or in common areas thereof, and to indemnify The Waterfront Grill for any and all losses sustained as a result of any such claims, including attorney's fees and expenses, unless such damage is the result of actual negligence or unlawful act of The Waterfront Grill. The Waterfront Grill shall not be liable for personal injury or damage or loss of Guest(s)'s personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rainstorms, smoke, floods, explosions, earthquakes, sonic booms or other such causes whatsoever.

21. INSURANCE: Event Liability Insurance in the amount of \$1,000,000.00 must be provided with **The Waterfront Grill** listed as the additional insured when more than 30 persons are in attendance. Coverage must be inclusive of all move-in and move-out dates and times. A copy of this Insurance Policy or Certificate of Insurance must be received not later than 7 days prior to your event. Failure to provide the required insurance will in and of itself terminate your contract and forfeit all deposits and fees.

22. PHYSICAL POSSESSION: If The Waterfront Grill is unable to deliver possession of the premises at the start thereof, The Waterfront Grill shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable by guest, but guest shall not be liable for any rent until possession is delivered. Guest may terminate this agreement if possession is not delivered within one day of the start of the term hereof.

THE WATERFRONT GRILL AT PIER 32

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23. ARBITRATION/VENUE/LAW: Any dispute or claim in law or equity arising out of this contract or any resulting transaction shall be brought in San Diego, California, and shall be determined pursuant to the law of the State of California and shall be determined by binding arbitration under the rules of the American Arbitration Association, and not by court action except as provided by California law for judicial review of arbitration proceedings.

CAPTAINS QUARTERS: ARBITRATION/VENUE/LAW: Any dispute or claim in law or equity arising out of this contract or any resulting transaction shall be brought in San Diego, California, and shall be determined pursuant to the law of the State of California and shall be determined by binding arbitration under the rules of the American Arbitration Association, and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award made by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery under Code of Civil Procedure 1283.05. The following matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or unreal property sales contract as defined in Civil Code 2985, (b) an unlawful detainer action, (c) the filing or enforcement of a mechanic's lien, (d) any matter which is within the jurisdiction of a probate court, or (e) an action for order of attachment, receivership, injunction, or other provisional remedies. None of the foregoing shall constitute a waiver of the right to arbitrate under this provision.

24. ATTORNEY'S FEES: In any proceeding brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all attorney's fees and other legal expenses.

25. WAIVER: No failure of The Waterfront Grill to enforce any term or condition hereof shall be deemed a waiver of such term or condition or any other term or condition of this agreement. The acceptance of rent by The Waterfront Grill shall not waive the right of The Waterfront Grill to enforce any term hereof.

INFORMATION

CAPTAINS QUARTERS: ARRIVAL & DEPARTURE: CHECK-IN IS FROM 3:00 TO 4:00PM; CHECKOUT IS BY 11:00 AM. Keys are NOT available until the property is ready for occupancy. No exceptions to this policy will be made. The Waterfront Grill will use its commercially reasonable efforts to have the Premises ready for Guest occupancy at check-in time, but The Waterfront Grill cannot guarantee the exact time of occupancy. All keys and garage devices are to be checked out and returned to The Waterfront Grill, during office hours (see below) or by special arrangements made in advance. **LATE CHECKOUTS, WITHOUT PRIOR OFFICE APPROVAL, WILL RESULT IN AN ADDITIONAL CHARGE OF \$100.**

FURNISHINGS: This property is not represented as furnished to support events. Community room is typically furnished with 4 tables and 16 chairs. The Deck is typically furnished with 4 tables, 22 chairs, 4 lounges, and 3 small lounge tables. The Waterfront Grill reserves the right to change the furnishings in these areas without notice.

AMENITIES: The property is located in a prime marina on the Sweetwater Chanel. Restrooms are included in the rental. All other common facilities are not included in the rental unless otherwise specified in writing, in advance.

RESERVATIONS: Please direct all requests and inquiries to: The Waterfront Grill, 3201 Marina Way, National City, California 91950 Office #: (619) 718-6240. There is an after-hours security contact available at (619) 575-1428.

OFFICE HOURS: Monday through Sunday 8:00 AM to 5:00 PM. We close for major holidays.

Guest Name: _____

(Please print)

Guest Signature: _____ Date: _____

FOR OFFICE USE ONLY

3201 Marina Way • National City, CA 91950

Ph: (619) 718-6240

13D.3

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THE WATERFRONT GRILL AT PIER 32

GREAT FOOD • COCKTAILS • CRAFT BEERS

The Waterfront Grill Manager: _____ Date: _____

The Waterfront Grill Manager: _____ Date: _____

Captains Quarters Cleaning Service: _____ (responsible party for cleaning)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TOPCOPPER INVESTIGATIVE SERVICES DBA
WEST COAST BUG SWEEP

BACKGROUND INFORMATION:

Topcopper Investigative Services / West Coast Bug Sweep will be assisting the District with a security survey of the District's premises. The cost implication is \$6,000 per month.

Term April 27, 2022 to June 30, 2022.

RECOMMENDATION:

Approve/Ratify the agreement with Topcopper Investigative Services dba West Coast Bug Sweep to provide a security survey at a cost up to \$18,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$18,000.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 25th day of April 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Topcopper Investigative Services / West Coast Bug Sweeper
Company/Consultant

951-570-2001
Telephone Number

P. O. Box 6123, Moreno Valley, CA 92554
Address

www.westcoastbugswEEP.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: April 27, 2022

To: June 30, 2022

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Topcopper Investigative Services/West Coast Bug Sweep	
Name:	Ernie Mireles, CEO	
Title:	TSCM Technician	
Address:	P. O. Box 6123	
City/State/Zip Code:	Moreno Valley, CA 92554	
Telephone:	951-570-2001	
Email:	topcopper@aol.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Marilyn.adrianzen@sysdschools.org	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

DISTRICT

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved/Ratified: 05-19-22

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

West Coast Bug Sweep will conduct thorough monthly inspections of the District Office facilities and other areas as requested. Fees may apply for additional areas not on this Exhibit A.

Monthly service dates/times will be as scheduled with authorized District representatives.

See attached TSCM Sweep Authorization form.

Term: April 27, 2022 to June 30, 2022

TSCM Sweep Authorization

San Ysidro School District (Client), authorizes Ernie Mireles, professional TSCM (Technical Surveillance Countermeasures) technician employed by Topcopper Investigative Services/West Coast Bug sweep to conduct a physical and electronic TSCM sweep located at 4350 Otay Mesa Road, San Ysidro, CA 92173. We understand that in order to conduct a thorough inspection, the technician has my permission to open any doors, drawers, cabinets and access any area the technician may deem necessary to conduct this inspection. The technician also has my permission to be left alone if for any reason I may need to leave the premises.

In the event any unknown or unauthorized audio or video "bugging" device(s) or GPS trackers are found, I request that the:

☐	Police Be Notified and an Incident Report Filed
☒	Found Devices be Removed & Deactivated
☐	Found Devices be Left In Place

I acknowledge the cost of this inspection is \$6,000.00 per month for the inspections and that this fee must be paid within 30 days of the requested services. I also understand that **the entire fee is non-refundable** and the fee is for a monthly service, with the first inspection date of April 27, 2022, the actual inspection, the technician's time, experience, the electronic equipment used, as well as all related travel expenses.

This fee is not contingent on any bugging devices being found.

I accept that this fee is strictly for a one business. This fee includes 2-3 vehicles. This fees does not include cell phones, computers or laptops. An additional fee will be incurred should I request to have any other areas or items inspected or should the technician be needed for any future hearings, depositions, court proceedings, or anything having to do with the inspection. I understand that there is always a possibility the results of this inspection may reveal that on the date and time of the inspection there may be no evidence of any electronic eavesdropping devices present. I acknowledge that the technician cannot, and does not, guarantee the presence of any unauthorized audio or video bugging devices, which I believe may or may not be present.

Marilyn Adrianzen, CBO

Print Name

Ernie Mireles 4/26/2022
Ernie Mireles CEO/TSCM Technician

Client Signature

Date

Board approved/ratified: 05-19-22



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:

Accept donations valued at \$24,308.14 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget?

☐ Yes ☐ No

Requisition #

DONATIONS
\$24,308.14

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District 2021-22 DONATIONS

BOARD MEETING: 05-19-22		<u>Donation</u>		<u>Purpose / Description</u>
<u>From</u>	<u>To</u>	<u>Cash/Check Amount</u>	<u>Estimated Value of items/supplies</u>	
Mission Realty Group	Smythe & PreK	N/A	\$1,340.00	67 pairs of shoes for students
Directing Change	Special Ed.	N/A	\$50.00	50 Mental Health Thrival Kits for students
Park Haven Apartments	Willow School	\$11,998.68	N/A	50 Chromebooks- Student's 2021-22 Perfect Attendance
Wal-Mart	District	N/A	\$189.00	2 Bicycles for prizes at Stem Fair at Smythe
Illumina Inc.	OVH & VDM	N/A	\$10,475.46	200 ea. DNA Extraction Kits for Science classrooms
The San Diego Foundation	La Mirada	\$255.00	N/A	Instructional supplies
		\$12,253.68	\$12,054.46	
TOTAL:		\$24,308.14		

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DANNIS WOLIVER KELLEY FOR
PROFESSIONAL SERVICES 2022-2024

BACKGROUND INFORMATION:

The District desires to retain Dannis Woliver Kelley (DWK), a professional corporation to represent, advise, and counsel the District from July 1, 2022, through June 30, 2024, and continuing thereafter as approved. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

The cost implications are based on the hourly rates indicated below:

Gregory J. Dannis	\$295 - \$450/hour
Shareholders & of Counsel	\$265 - \$375/hour
Special Counsel	\$245 - \$300/hour
Associates	\$195 - \$265/hour
Paralegals & Law Clerks	\$130 - \$195/hour
Other fees and expenses may apply	Refer to agreement for rates

RECOMMENDATION:

Approve the agreement with Dannis Woliver Kelley for Professional Services for 2022-2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

Per Rates
on Agreement
(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 2, 2022, by and between the San Ysidro School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2022, through and including June 30, 2024, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred seventy-five dollars (\$375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred dollars (\$300) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty-five dollars (\$265) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) per hour for Paralegals and Law Clerks. The rate range for Gregory J. Dannis and Shareholder Emeritus shall be three hundred ninety-five dollars (\$395) to four hundred fifty dollars (\$450) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Mr. Dannis' hourly rate shall be \$450. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to Client and shall apply to all services rendered after such notice is given. Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for, or attending meetings with or for District, it may be necessary for Attorney to work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research and electronic record review platforms (i.e., Westlaw, e-discovery). Any discount received on such services is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency

conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

CONSENT TO USE OF E-MAIL AND CLOUD SERVICES. In order to provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such e-mail transmissions with District and District's representatives and agents. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including email and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such a cloud-based service.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of

a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SAN YSIDRO SCHOOL DISTRICT

Gina Potter, Ed.D.
Superintendent

Date

DANNIS WOLIVER KELLEY



Amy E. Rogers
Attorney at Law

May 2, 2022

Date

At its public meeting of May 19th, 2022, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE COLBI TECHNOLOGIES, INC. AGREEMENT

BACKGROUND INFORMATION:

On April 14, 2022, the Governing awarded RFP No. 21/22-002 and approved the agreement with Colbi Technologies Inc. to provide a Financial Management and Bond Accounting Software and support services.

Amendment No. 1: Exhibit A, Fees for Services is amended and replaced with the following. All other terms and conditions of the Agreement dated April 15, 2022 will remain in full force and effect.

- Initial Implementation \$20,000.00 (one-time only)
- Achival Exit Plan \$7,500.00 (one-time only)
- Annual Service Fee \$30,000.000
- Colbi Docs Implementation Fee: \$5,000.00 (one-time only) **NEW**
- Annual Software Service Fee for Colbi Docs \$5,000.00 **NEW**
- Other optional services (to be determined)

RECOMMENDATION:

Approve Amendment No. 1 to the Colbi Technologies Inc. Agreement to provide a Financial Management and Bond Accounting Software and support services.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

\$68,000.00

(Amount)

General Obligation Bonds

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

**AMENDMENT NO. 1 TO
ACCOUNT-ABILITY SOFTWARE SERVICES AGREEMENT
EXECUTED April 15, 2022 ("Agreement")**

Colbi Technologies, Inc. ("Colbi"), and San Ysidro School District ("District") in consideration of the promises made herein, agree to amend the Agreement as follows:

Exhibit A, Fees for Services as amended is hereby replaced with the below:

- Account-Ability Implementation Fee: \$20,000 one-time fee
- Annual Software Service Fee for Account-Ability: \$30,000 per year
- Colbi Docs Implementation Fee: \$5,000 one-time fee
- Annual Software Service Fee for Colbi Docs: \$5,000 per year

Unless specifically changed by this amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the District and Colbi, through their authorized representative, have executed the AMENDMENT NO. 1 as of the day and year first written above.

Colbi Technologies, Inc.

San Ysidro School District



Lettie Boggs, CEO

Name Marilyn Adrianzen

April 26, 2022
Date

Chief Business Official
Title

01-0679534
Tax ID#

Date

Board approved: 05-19-22

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:

Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CREATIVE MAINTENANCE SYSTEMS

BACKGROUND INFORMATION:

The District's Maintenance Department would like to implement a Bi-annual Carpet Cleaning Service for all District facilities. Service during Summer and Winter breaks.

The cost implications for each location are as follows:

La Mirada	\$3,770.00/cleaning
Willow	\$7,750.00/cleaning
Sunset	\$7,135.00/cleaning
Sunset CDC	\$ 575.00/cleaning
Smythe	\$7,490.00/cleaning
Child Development Center	\$1,275.00/cleaning
Vista Del Mar	\$4,755.00/cleaning
Ocean View Hills	\$7,420.00/cleaning
San Ysidro Middle	\$8,680.00/cleaning
District Office	\$2,025.00/cleaning

RECOMMENDATION:

Approve the agreement with Creative Maintenance Systems to provide carpet cleaning service at an estimated cost of \$50,875.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

2.1 Maintain basic operating services of the district including MOTF personnel, transportation, contracted services, and utilities.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$58,875.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on May 19, 2022 by and between Creative Maintenance Systems, hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on June 1, 2022 with work to be completed on or before June 30, 2023.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Carpet Cleaning Services throughout the San Ysidro School District Sites/Facilities on a biannual basis (Summer and Winter breaks) per the attached Service Rate /Pricing (Exhibit A).
PROJECT NAME
3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the General Terms and Conditions and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the General Terms and Conditions and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the General Terms and Conditions as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance
 - Additional Insured Endorsement(s)
 - Worker's Compensation Insurance (as required by law)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form
 - Covid-19 Vaccination Proof (Addendum)
 - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.
10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

Contractor Name

Authorized Signature

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

 DATE: _____

SAN YSIDRO SCHOOL DISTRICT

 Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED: _____

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the

work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.**
The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.** The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor

and/or subcontractor do offer and agree to assign to the 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, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:
Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. All employees of Contractor, including those of subcontractor, working on a school site while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. The District shall notify the Contractor in writing if its employees must be fingerprinted prior to commencing work. Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board (“State Water Board”) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (“Permit”) – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials _____`

San Ysidro School District
SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION
CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony
listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

CERTIFICATION:

_____(Initial) Contractor's individuals/employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

Name & Title of authorized representative (*Print*)

Signature: _____

Date _____

ADDENDUM

COVID-19

Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
 - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers

and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.

- d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.



EXHIBIT A

April 20, 2022

Paulo Azevedo
San Ysidro School District
4350 Otay Road
San Ysidro, CA 92173

Re: Biannual Carpet Cleaning San Ysidro School District

Dear Paulo,

Per your request, I have obtained a quote to perform carpet cleaning services throughout the San Ysidro School District School Sites on a biannual basis during Summer and Winter breaks.

Carpet Cleaning throughout Facilities:

La Mirada	\$3,770.00/cleaning
Willow	\$7,750.00/cleaning
Sunset	\$7,135.00/cleaning
Sunset CDC	\$ 575.00/cleaning
Smythe	\$7,490.00/cleaning
Child Development Center	\$1,275.00/cleaning
Vista Del Mar	\$4,755.00/cleaning
Ocean View Hills	\$7,420.00/cleaning
SYMS	\$8,680.00/cleaning
District Office	\$2,025.00/cleaning

We appreciate the opportunity of submitting this proposal. Please sign below as your acknowledgement of the above and return the signed copy to our office by email at jenny.valenzuela@cmsfs.com.

Should you have any questions, or if we may be of any further assistance, please do not hesitate to contact me at 949-852-2870 extension 102.

Sincerely,

Jenny Valenzuela

Jenny Valenzuela
Executive Director

1340 Reynolds Ave #111
Irvine, CA 92614
949.852.2870
cmsfs.com

APPROVED AND ACCEPTED BY:

Print Name

Signature/Date

Bi-Annual - Carpet Cleaning Specifications



Locations Serviced

La Mirada
Willow
Sunset
Sunset CDC
Smythe
Child Development Center
Vista Del Mar
Ocean View Hills
SYMS
District Office

Scope of Work

Bi – Annual Carpet Cleaning

- 1.1 Thoroughly vacuum all carpeted areas
- 1.2 Clean carpet using extraction method
- 1.3 Turn off designated lights and arm sites if applicable

(Furniture removal not included)

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SCHOOL DISTRICTS FOR
STUDENT TRANSPORTATION SERVICES

BACKGROUND INFORMATION:

The Student Transportation Services Agreement between the San Ysidro School District and the forty-three (43) San Diego County School Districts mutually interested in the provision of adequate student transportation services, have personnel, equipment, and other required facilities under its jurisdiction suitable for such services. Transportation services include transporting students between public and nonpublic schools and field trip locations located within County boundaries and locations mutually agreed upon. The cost implications will depend on the services provided. All school districts agree to pay the current district's rate when support is provided.

The District will use these services to provide transportation for field trips or extracurricular activities that the District deems, at its sole discretion, will benefit its students and teachers and on an "as needed" basis. It would also provide more options to the current understaffed transportation department.

RECOMMENDATION:

Approve/Ratify the agreement with San Diego County School Districts to assist with Student Transportation Services when District transportation is not available. The term of the agreement is from July 1, 2022 to June 30, 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #2: Safety, Climate, And Student Engagement

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

TBD

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES
BETWEEN
SAN DIEGO COUNTY SCHOOL DISTRICTS
JULY 1, 2022 – JUNE 30, 2024**

This agreement is entered into between the SAN DIEGO COUNTY SCHOOL DISTRICTS of San Diego, California, as listed below, hereinafter called THE DISTRICTS.

This agreement is between the following school districts:

1. Alpine Union School District
2. Bonsall Unified School District
3. Borrego Springs Unified School District
4. Cajon Valley Union School District
5. Cardiff School District
6. Carlsbad Unified School District
7. Chula Vista Elementary School District
8. Coronado Unified School District
9. Dehesa School District
10. Del Mar Union School District
11. Encinitas Union School District
12. Escondido Union School District
13. Escondido Union High School District
14. Fallbrook Union Elementary School District
15. Fallbrook Union High School District
16. Grossmont Union High School District
17. Jamul-Dulzura Union School District
18. Julian Union High School District
19. Julian Union School District
20. La Mesa/Spring Valley School District
21. Lakeside Union School District
22. Lemon Grove School District
23. Mountain Empire Unified School District
24. National School District
25. Oceanside Unified School District
26. Poway Unified School District
27. Rancho Santa Fe School District
28. Ramona Unified School District
29. San Diego County Office of Education (Foster, Youth, and Homeless Education Program)
30. San Diego Unified School District
31. San Dieguito Union High School District
32. San Marcos Unified School District
33. San Pasqual Union School District
34. San Ysidro School District
35. Santee School District
36. Solana Beach School District
37. South Bay Union School District

38. Spencer Valley Elementary School District
39. Sweetwater Union High School District
40. Vallecitos School District
41. Valley Center-Pauma Unified School District
42. Vista Unified School District
43. Warner Unified School District

WITNESSETH

WHEREAS, THE DISTRICTS are mutually interested in and concerned with provision of adequate student transportation services, and

WHEREAS, THE DISTRICTS have personnel, equipment and other required facilities under its jurisdiction suitable for such student transportation services;

NOW THEREFORE, in order to continue and to improve the cooperative efforts of THE DISTRICTS it is hereby mutually agreed as follows:

TERMS AND CONDITIONS REGARDING STUDENT TRANSPORTATION SERVICES

1. TRANSPORTING STUDENTS

At the request of any of THE DISTRICTS, THE DISTRICTS may transport students between public and non-public schools and field trip locations mutually agreed to by both DISTRICTS.

Neither DISTRICT shall be compelled by this agreement to create new transportation routes to service the other District's students.

2. STUDENT BEHAVIOR CODE

THE DISTRICTS agree to the behavior codes for transporting Special Education students (Education Code Section 44807 attached as Exhibit A). Before THE DISTRICTS may suspend or terminate riding privileges, THE DISTRICTS must notify the administration or administration's designee. THE DISTRICTS shall provide each other with any information on behavior problems, to ensure the safety of the student(s) and driver(s).

3. MEDICAL RECORDS

THE DISTRICTS shall provide all medical history that is pertinent to the safety of the student(s) and driver(s) as permitted by state and federal law.

4. INSURANCE

THE DISTRICTS shall exchange Certificates of Insurance, and shall name each other as additional insured (AI Endorsement) for the term of this agreement, for \$1,000,000 per occurrence. THE DISTRICTS shall exchange copies of the certificates to show compliance.

Each DISTRICT agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

5. INDEMNIFICATION

Each DISTRICT agrees to mutually defend, indemnify, and save free and harmless each other DISTRICT, its officers, agents, and employees against any loss, injuries, claims, actions, causes of action, judgments, or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of the DISTRICT, its officers, agents, or employees.

6. TRANSPORTATION FEE

For the transportation of students with disabilities, THE DISTRICTS mutually agree to the current providing District's daily rate.

Fees will be charged only for those days that a student is in attendance.

For field trip transportation, THE DISTRICTS mutually agree to pay the District's published field trip rate.

7. TIME SCHEDULE

THE DISTRICTS shall mutually agree upon transportation schedules prior to implementation of service for each student.

EXHIBIT A

EDUCATION CODE SECTION 44807 provides:

Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of that school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of their duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

The term of this agreement shall be from July 1, 2022 to June 30, 2024 providing that any DISTRICT may terminate the same at any time upon ten (10) days notice in writing. Transportation directors of all participating DISTRICTS will be notified when any DISTRICT chooses to terminate their participation.

Alpine Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Borrego Springs Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Cardiff School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Chula Vista Elementary School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Dehesa School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Bonsall Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Cañon Valley Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Carlsbad Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Coronado Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Del Mar Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Encinitas Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Escondido Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Fallbrook Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Jamul-Dulzura Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Julian Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Lakeside Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Escondido Union School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Fallbrook Union Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Grossmont Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Julian Union High School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

La Mesa/Spring Valley School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Lemon Grove School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Mountain Empire Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Oceanside Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Rancho Santa Fe School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

San Diego County Office of Education
(Foster, Youth, and Homeless Education Program)

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

San Dieguito Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

San Pasqual Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

National School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Poway Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Ramona Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

San Diego Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

San Marcos Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

San Ysidro School District

by _____
Marilyn Adrianzen, CBO

Approved by the Governing Board
On the 19th day of May 2022.

Santee School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

South Bay Union School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Sweetwater Union High School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Valley Center-Pauma Unified School District

by _____
Name / Title

Approved by _____
On the ____ day of _____ 2022.

Warner Unified School District

Name / Title

Approved by _____
On the ____ day of _____ 2022.

Solana Beach School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Spencer Valley Elementary School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Vallecitos School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

Vista Unified School District

by _____
Name / Title

Approved by the Governing Board
On the ____ day of _____ 2022.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF
SCHOOLS FOR INDUCTION SERVICES

BACKGROUND INFORMATION:

The District would like to enter into an Induction Services Agreement with SDCOE. SDCOE will provide teacher induction support to the District's preliminary and level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow preliminary and level 1 credential holders to meet the renewal requirements listed on the California preliminary and level 1 credential. This agreement shall be effective from the period commencing July 1, 2022 and ending June 30, 2025.

Cost implications: \$2,500 per teacher candidate per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of SDCOE's employment process and pay up to \$1,500 per teacher candidate supported per year.

RECOMMENDATION:

Approve the agreement with San Diego County Superintendent of Schools to provide Induction Services for fiscal years 2022-2025, cost implications will be paid from the Title II funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

TBD

(Amount)

Title II

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Services Agreement

This Agreement, for the provision of services is entered into this 20th day of May, 2022 [MONTH, YEAR], by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and San Ysidro School District [INSERT CONTRACTOR LEGAL ENTITY NAME] (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing [July 1, 2022] and ending [June 30, 2025], unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

Contractor will compensate SDCOE at the rates found in Exhibit A.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to

Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. NOT USED

15. NOT USED

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. NOT USED

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Sheiveh Jones, Executive Director

6401 Linda Vista Rd
San Diego, CA 92111
858-295-8806
snjones@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor: Linda Olea, Executive Director of Human Resources Name, Title
4350 Otay Mesa Road Address
San Ysidro, CA, 92173 City, State, Zip Code
619-428-4476 Phone number
linda.olea@sysdschools.org Email

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

CONTRACTOR

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Date

By (Authorized Signature)

Marilyn Adrianzen

Name (Type or Print)

Chief Business Official

Title

Date

Board approved: _____

**EXHIBIT A
SPECIAL PROVISIONS**

A. Scope of Services.

1. **PURPOSE & SCOPE.** SDCOE will provide teacher induction support to DISTRICT preliminary and level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow preliminary and level 1 credential holders to meet the renewal requirements listed on the California preliminary and level 1 credential.

A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:

1. Identify teacher candidates according to program eligibility criteria. Notify the program of new teacher candidates eligible for induction by October 1 of each participating school year.
2. Follow SDCOE approved mentor selection and mentor-candidate pairing process understanding that the best pairing is by school/grade level/content and must take place within 30 days of enrollment.
3. Provide release time for mentors, according to district needs, to observe teacher candidates as required by program completion requirements. Observations can be in person or virtual.
4. Provide release time for teacher candidates, according to district needs, to complete the peer observation as required by program completion requirements. Observations can be in person or virtual.
5. Understand that the Teacher Candidates Individual Learning Plans (ILP) are designed and implemented solely for the professional growth and development of the Teacher Candidates and not for evaluation for employment purposes.
6. Participate in the evaluation of the SDCOE teacher induction program upon request.
7. Identify a district administrator to attend advisory committee meetings and participate in required accreditation activities.
8. Identify a district lead as the liaison between the district and the SDCOE teacher induction program, if there are six or more teacher candidates enrolled. If the district is unable to provide a district lead, SDCOE will provide a lead to facilitate the Teacher Induction program for the district.
 1. The District Lead will:
 - a. Provide advice and assistance to both mentors and teacher candidates.
 - b. Coordinate mentor/teacher candidate pairing, verify the SDCOE pairing list, and notify SDCOE of any changes.
 - c. Assist teacher candidates and mentors in using the learning management system (LMS) and accessing all assignments.
 - d. Input and monitor grades in LMS for all teacher candidates within the district, charter, private or non-public school. Grades are to be posted within 1 week of the SDCOE due date.
 - e. Plan and facilitate verification meetings throughout the year.

- f. Attend all monthly district lead meetings throughout the year. *If unable to attend, district lead must view recordings.*
- g. Establish district, charter, private or non-public school due dates for all assignments prior to verification meetings.
- h. Communicate with program leadership as questions and needs arise.
- i. Notify program leadership if concerns arise about a teacher candidate or mentor. This concern includes potential non-completion of the program.
- j. Communicate with mentors consistently via e-mails, phone calls, meetings, etc.
- k. Facilitate end-of-year colloquium(s) in April or May.

1. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.

- 1. Maintain Commission-approved accreditation status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
- 2. Provide "Mentor Skill-Building" training for new mentors.
- 3. Maintain and monitor the LMS for mentors and teacher candidates.
- 4. Support district leads to facilitate verification and other meetings for mentors and teacher candidates.
- 5. Recommend only those candidates who successfully complete program requirements for a clear credential.
- 6. Maintain communication with district leads through regularly scheduled district lead meetings.
- 7. Maintain communication with districts through regularly scheduled district lead advisory meetings and newsletters.
- 8. Provide compensation for a district lead position based on supporting 6 or more teacher candidates based on a sliding scale.

1. COMPENSATION. The total Contract cost shall be invoiced to responsible party based on the option selected below:

- ☐ Invoice district \$1000 per teacher candidate per year; district will compensate mentors.
- ☒ Invoice district \$2500 per teacher candidate per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of SDCOE's employment process and pay up to \$1500 per teacher candidate supported per year. SDCOE hiring process requires in-person submission of the USCIS Form I-9.
- ☐ Invoice teacher \$1000 per year; district will compensate mentors.
- ☐ Invoice teacher \$2500 per year; SDCOE will hire district-selected mentors as hourly limited-term employees pending completion of the employment process and pay up to

\$1500 per teacher candidate support per year. SDCOE hiring process requires in-person submission of the USCIS Form I-9.

DISTRICT agrees to pay SDCOE the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

Note: District/teacher will be invoiced the full amount for any drops after November 1 of the current school year.

TERM OF AGREEMENT. The Term of Contract shall begin July 1, 2022 and shall end on June 30, 2025.

EXHIBIT B
COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
 - a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
 - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PARADIGM HEALTHCARE SERVICES

BACKGROUND INFORMATION:

The District is renewing its agreement with Paradigm Healthcare Services to reduce the administrative burden associated with the Random Moment Time Survey (RMTS) submission and review process by providing healthcare billing services to the District.

LEA Medi-Cal Billing: 15% of the total reimbursed amount

School Medi-Cal Administrative Activities (SMAA): \$45.00 per participant claimed on Client's SMAA Invoice per quarter and \$500.00 per month on consultation fee.

RECOMMENDATION:

Approve the agreement with Paradigm Healthcare Services to provide health billing services and consultation for fiscal year 2022-2023.

LCAP GOAL AND ACTION/SERVICE:

N/A

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☐ Yes ☐ No

Requisition #

To be determined
(Amount)

SMAA Fund
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of the 1st day of July 2022 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“Paradigm”) and San Ysidro School District, a Local Education Agency (“Client”). This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2023 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Client shall notify Paradigm of its intent to terminate at least 60 days prior to the end of the Initial Term or any subsequent term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in the attached Statements of Work and Terms of Service.

STATEMENT OF WORK

LEA BILLING INTERIM CLAIMING SERVICES

Program Implementation Services

1. Paradigm will assist Client with all start-up documentation and any renewal agreements required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.
2. Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

Training and Materials

1. Paradigm will provide training to Client’s program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client’s LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.
2. Paradigm will provide Client personnel with all necessary training materials containing a detailed review of the rules and regulations governing the LEA Billing program. At Client’s request Paradigm will also make available its proprietary “provider forms” for use in documenting the delivery of healthcare services.

Claims Preparation and Submission

1. Eligibility. Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
2. Claims Submittal. Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal’s one (1) year billing limit.
3. Review and Resubmittal. Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.
4. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

Coordination with Client

1. Information Sharing. Paradigm will provide Client with information regarding program policy, interpretation of policy,

and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to Paradigm’s systems and processes.

2. Support. Paradigm will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm’s web-based software, accessible by toll-free phone during regular business hours and by email.
3. Audit and Site Visit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
4. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client’s option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm’s website.

Client’s LEA Billing Service Obligations

1. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm’s services, and coordinate with Client’s individual program participants.
2. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.
3. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client’s computer systems or from the computer systems of the individual schools Client comprises.
4. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).

LEA Billing Interim Claiming Services Fees

1. Standard Fee Per Approved Service. Paradigm fees for Client LEA Billing claims submitted or originating during the Term of the Agreement will consist of a standard fee for each claimed service that DHCS approves for interim reimbursement (“Interim Approved Claim”). The schedule of Paradigm's standard fees for Interim Approved Claims is set forth in the attached Standard Fee Schedule subject to adjustment in accordance with the terms of following subparagraphs.
2. Cap on Paradigm Fees. Paradigm’s fees for LEA Billing Interim Claiming Services in any Fiscal Year will be capped according to the dollar value of Client’s Interim Approved Claims. Notwithstanding any other provision, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed the following:
 - 13.5% of the dollar value of the first \$500000 of Interim Approved Claims;
 - 12% of dollar value of Interim Approved Claims from \$500000 to \$1000000; and
 - 10% of the dollar value of Interim Approved Claims in excess of \$1000000

3. Effect of Increase in Reimbursement Rates. In the event the Federal Medical Assistance Percentage (FMAP) increases or DHCS increases the reimbursement rates to Client for any LEA Billing service claim during the Term of this Agreement, Paradigm's standard fee for such services will simultaneously and without requirement of prior notice to Client increase by the same percentage as the percentage DHCS increase.
4. Application of Fiscal Year Limits. For purposes of computing Paradigm's fees and fee caps for LEA Billing Interim Claiming Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details ("RAD") issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client receives payment for the approved claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.
5. Approval of Interim Approved Claims After the Termination of the Agreement. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement. Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

Standard Fee Schedule - LEA Billing Interim Claiming Services

"Max Interim \$s to Client" below lists the maximum interim claim value per unit, according to current Medi-Cal reimbursement rates, when performed by a qualified provider; however, not all interim claims will be reimbursed at these rates. Paradigm's fees for Interim Approved Claims will be capped, not to exceed the following:

13.5% of the dollar value of the first \$500000 of Interim Approved Claims;

12% of dollar value of Interim Approved Claims from \$500000 to \$1000000; and

10% of the dollar value of Interim Approved Claims in excess of \$1000000

Provider Type	Service	Max Interim \$s to Client	Paradigm Standard Fee
Audiologist	Assessment	\$ 125.07	\$ 16.88
Audiologist	Treatment	\$ 57.33	\$ 7.74
Health Aide	Treatment	\$ 5.40	\$ 0.73
Licensed Vocational Nurse	Treatment	\$ 6.28	\$ 0.85
School Nurse, NP, PHN	Assessment	\$ 85.94	\$ 11.60
School Nurse, RN, NP, PHN	Treatment	\$ 12.28	\$ 1.66
School Counselor	Assessment	\$ 13.15	\$ 1.78
School Psychologist	Assessment	\$ 315.58	\$ 42.60
School Psychologist, Licensed MFT, Lic./Cred. SW	Treatment	\$ 48.21	\$ 6.51
Associate Marriage Family Therapist	Treatment	\$ 19.78	\$ 2.67
Licensed MFT, Lic./Cred. SW	Assessment	\$ 13.15	\$ 1.78
Associate Clinical Social Worker	Treatment	\$ 19.78	\$ 2.67
Speech-Language Pathologist	Assessment	\$ 68.54	\$ 9.25
Speech-Language Pathologist	Treatment	\$ 43.27	\$ 5.84
Speech-Language Therapy Assistant	Treatment	\$ 17.98	\$ 2.43
Occupational Therapist	Assessment	\$ 144.40	\$ 19.49
Occupational Therapist	Treatment	\$ 47.63	\$ 6.43
Occupational Therapy Assistant	Treatment	\$ 20.50	\$ 2.77
Physical Therapist	Assessment	\$ 148.57	\$ 20.06
Physical Therapist	Treatment	\$ 41.27	\$ 5.57
Physical Therapy Assistant	Treatment	\$ 17.26	\$ 2.33
Registered Dietician, Respiratroy Therapist	Assessment	\$ 12.28	\$ 1.66
Registered Dietician, Respiratroy Therapist	Treatment	\$ 12.28	\$ 1.66
O&M Specialist	Assessment	\$ 12.54	\$ 1.69
O&M Specialist	Treatment	\$ 12.54	\$ 1.69
Target Case Management	Treatment	\$ 12.28	\$ 1.66
Transportation	-	\$ 10.42	\$ 1.41

STATEMENT OF WORK

SMAA PROGRAM CONSULTING SERVICES

Paradigm's SMAA Program Consulting Services

1. Ongoing Consultation. Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.
2. Training. Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.
3. Information Sharing. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
4. Program Compliance Support. Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
5. Supplemental Support. Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.
6. Paradigm Technologies. Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's SMAA Program Consulting Obligations

1. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. MAA Operational Plan. Client will provide to Paradigm all pertinent information needed for assessing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
3. Compliance. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

SMAA Program Consulting Fees

The fee for MAA Program Consulting Services will be \$500 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

SMAA Program Consulting Services Termination

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

STATEMENT OF WORK
SMAA INVOICE PREPERATION & SUBMISSION SERVICES

Paradigm's SMAA Invoice Preparation & Submission Services

1. Invoice Processing. Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.
2. Direct Charge. Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.
3. Agency Coordination. Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.
4. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.
5. Paradigm Technologies. Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's SMAA Invoice Preparation & Submission Services

1. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. MAA Operational Plan. Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
3. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).
4. Time Survey Summary Results. Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.
5. Direct Charge Documentation. Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

6. MAA Invoice Submittal. Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
7. Compliance. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
8. Documentation for Invoice Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.
9. Data Processing. Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

SMAA Invoice Preparation & Submission Services Fees

1. The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.
2. The foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm, to the extent allowed by DHCS.
3. Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

STATEMENT OF WORK

CRCS PREPARATION & SUBMISSION SERVICES

Paradigm's CRCS Preparation & Submission Services

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule (“CRCS”) Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

Client's CRCS Obligations

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

CRCS Preparation & Submission Services Fees

The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of “Net Total Personnel Costs” as reported on Worksheets A and B, or (ii) \$45. Paradigm will invoice Client for CRCS services on an annual basis.

CRCS Termination

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

TERMS OF SERVICE

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

1. **Retention.** Client hereby retains Paradigm and grants it the exclusive right to perform the services described in the Statement of Work subject to the terms and conditions set forth below.

2. **Protection of Confidential Information.**

2.1. Definitions.

2.1.1. “Client Confidential Information” shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client’s designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

2.1.2. “Paradigm Confidential Information” shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing,

except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

2.1.3. “Confidential Information” shall mean Client Confidential Information and Paradigm Confidential Information.

2.2. Protection of Confidential Information.

2.2.1. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.

2.2.2. Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm’s written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

2.2.3. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party’s obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

2.2.4. Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

2.3. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or

advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

2.4. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

2.5. Retention of Confidential Information.

2.5.1. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

2.5.2. Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

2.6. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

2.7. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also

acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

- 2.8. Continuing Obligations. The obligations contained in this Section, “Protection of Confidential Information,” shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

3. **Accuracy of Information.**

- 3.1. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

3.2. Paradigm Efforts.

3.2.1. Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client’s behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm’s obligations under this Agreement. Client’s sole and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

3.2.2. Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party’s failure or delay in submitting documentation to the DHCS.

3.2.3. Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

4. **Limitation of Liability.**

- 4.1. In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for

lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action.

4.2. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims.

4.3. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

5. **Licenses and Permits.** Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

6. **Substitution of Alternative Methodology and/or Fee Terms.** In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

7. **Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

8. **Indemnification.**

8.1. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its

health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought.

Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, “Paradigm’s Indemnification Obligations.”

- 8.2. Paradigm’s Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm’s negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, “Client’s Indemnification Obligations.”
- 8.3. The indemnification rights set forth in this Section, “Indemnification,” are conditional on the following: (i) the party seeking indemnification (each an “Indemnified Party”) shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the “Indemnifying Party”), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

9. Termination.

- 9.1. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.
- 9.2. Without Cause. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.
- 9.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:
- 9.3.1. Payment for Services Completed. All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an

invoice from Paradigm.

9.3.2. Confidential Information. Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

9.4. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

10. **Paradigm Proprietary Rights**. Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

11. **Miscellaneous.**

11.1. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.

11.2. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

11.3. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

11.4. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other

provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

- 11.5. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- 11.6. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
- 11.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.
- 11.8. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.
- 11.9. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

- 11.10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.
- 11.11. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

Paradigm Healthcare Services, LLC

San Ysidro School District

Constance Laflamme

2022-04-21

Constance Laflamme, Owner/CEO
1225 4th Street, #363
San Francisco, CA 94158
Tel (415) 616-0920
claflamme@paradigm-healthcare.com

Marilyn Adrianzen, CBO
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 x3004
marilyn.adrianzen@sysdschools.org

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: AGREEMENT WITH EMILY N. STEWART CONSULTING

BACKGROUND INFORMATION:

Educational Services is requesting approval to enter into a service agreement with Emily N. Stewart Consulting to provide professional learning sessions and instructional coaching to Preschool and Transitional Kindergarten teachers during the 2022-23 school year.

All sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met and will be aligned to the CA Preschool Learning Foundation and Curriculum Frameworks.

Training topics include the following:

- **For Preschool:** ▪ The Importance of Being 3, ▪ Creating Invitations, ▪ Bringing Word to Life, ▪ Developing Responsive Relationships and ▪ Don't Leave the Story in the Book!
- **For Transitional Kindergarten:** ▪ From the Ground Up! ▪ Creating Innovations ▪ One Size Fits Few ▪ The RIGHT to Play! ▪ Phonological Awareness ▪ Hands On, Minds On

Instructional coaching models to be used are Observation and Reflection, Whisper and Coaching, Vicarious Learning, Curriculum Planning and Development with coaching observation log submitted monthly to agency director.

Cost implications include \$32,000.00 to be paid from the CSPP fund for Preschool teachers and \$35,250.00 from the Title I PD fund for Transitional Kindergarten for a total of \$67,250.00.

RECOMMENDATION:

Approve the service agreement with Emily N. Stewart Consulting for professional learning services and instructional coaching for Preschool and Transitional Kindergarten teachers during the 2022-23 school year at the total cost of \$67,250.00 from the CSPP and Title I PD funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement – Action #17: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$67,250.00

(Amount)

CSPP and Title I PD Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 20th day of May, 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Emily N. Stewart Consulting
Company/Consultant

(951) 609-4987
Telephone Number

2119 Mission Ave, San Diego CA 92116
Address

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and **Exhibit "B"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2022

To: June 30, 2023

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

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2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A and Exhibit B** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **SYSD Waives _____**

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If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

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(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

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4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Emily N. Stewart Consulting	
Name:	Emily N. Stewart	
Title:	Consultant	
Address:	2119 Mission Ave.	
City/State/Zip Code:	San Diego, CA 92116	
Telephone:	(951)609-4987	
Email:	msemilystewart@gmail.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Cynthia Gonzalez
Title:	Chief Business Official	Executive Director of Educational Serv
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3070
Email:	Marilyn.adrianzen@sysdschools.org	Cynthia.gonzalez@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

DISTRICT

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

COVID-19

Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
 - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
 - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Consultant's Initials _____

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SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

San Ysidro Unified School District
Preschool Professional Learning Proposal

EXHIBIT A

Professional Growth Sessions

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundations and Curriculum Frameworks. *In extenuating circumstances, all trainings will be presented virtually for staff.*

* All trainings will include handouts, giveaways, and training materials, and can be facilitated in a face to face or virtual format*

Professional Learning Sessions

The Importance of Being 3

2.5 hours -- \$1,500.00

Understanding what children bring to the classroom is the number one necessity in early learning. At three, children are hardwired to explore and expand their social development through rich experiences and interactions provided in their environment. Participants will develop a foundational understanding of what it looks like and feels like to be 3. Training components will be aligned to the CA Toddler foundations with alignments and intentional planning practices aligned to the DRDP.

Creating Invitations – Early Learning Environments

2.5 hours -- \$1,500.00

Early learning environments are nurturing spaces that support the development of all young children. They include classrooms, play spaces, areas for caregiving routines, and outdoor areas. Learning environments are well-organized and managed settings. They offer developmentally appropriate schedules, lesson plans, and indoor and outdoor chances for choice, play, exploration, and experimentation. Learning environments include age-appropriate equipment, materials, and supplies. They integrate home cultures and are flexible to support the changing ages, interests, and characteristics of a group of children over time.

Bringing Words to Life – Language Development in Early Learning

2.5 hours -- \$1,500.00

Oral language refers to all aspects of spoken language, including children's growing vocabularies of new and varied words. When children have strong language models, they develop strong language skills. Dual language learners develop early language and vocabulary skills in two (or more) languages. Children show that they are developing oral language when they learn and use new vocabulary and use phrases, sentences, and stories that become more complex over time. Teachers will learn classroom strategies focused on conversation development with children, supporting both receptive (hearing and understanding languages) and expressive (making and using their language knowledge) language skills.

Developing Responsive Relationships – Quality Interactions in Early Learning

2.5 hours -- \$1,500.00

Early Childhood is a time when children are faced with learning the ins and outs of building their executive function to aid in self-regulation, and further building conflict resolution skills to support with cooperation and collaboration efforts in the learning environment. In early childhood settings, each moment that teachers and children interact with one another is an opportunity to develop positive relationships. Teachers can use a variety of strategies to build positive relationships with children and develop effective play strategies to support children in developing play structures with peers. It is important for teachers to use developmentally and individually appropriate strategies that take into consideration children's differing needs, interests, styles, and abilities. For preschool children, teachers encourage mutual respect between children and adults, use of positive guidance techniques and help children develop trusting relationships with their peers and teachers.

Don't Leave the Story in the Book! – Literacy in Early Learning

2.5 hours -- \$1,500.00

Developing a LOVE for books begins at a very early age. Early learning literacy should be a time filled with rhyming, talking story, repetition, puppets, and enthusiastic children engaging with teaching staff in bringing stories to life. Dialogic Reading is a structure used to support early learners with connecting with a text. Through the use of purposeful questions, vocabulary, and interactive strategies; story telling comes alive in the classroom. Participants will discover the different layers to interactive storytelling including, purposeful questioning, intentional planning, interactive storytellers, and the use of repeated readings.

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

San Ysidro Unified School District
Preschool Professional Learning Proposal

Preschool Environment & Curriculum Instructional Coaching

*\$350.00 per teacher per month
6-7 teachers per cycle, 2 cycles in 2022-2023*

- Initial Observation and Reflection Conference with Goal Setting
- Weekly coaching resources aligned to the teacher's goals
 - Aligned to agency initiatives
 - In person, monthly visits with classroom resources
- Instructional Coaching Models used: Observation and Reflection, Whisper Coaching, Vicarious Learning, Curriculum Planning and Development
- Coaching Observation Log submitted monthly to agency director

Yearly Professional Learning Cost Breakdown

Professional Learning Sessions	\$ 7,500.00
Preschool Instructional Coaching	\$ 24,500.00

Total Costs for 2022-2023: \$32,000.00

San Ysidro Unified School District Transitional Kindergarten Professional Learning Proposal

Professional Growth Sessions

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundations and Curriculum Frameworks. *In extenuating circumstances, all trainings will be presented virtually for staff.*

* All trainings will include handouts, giveaways, and training materials, and can be facilitated in a face to face or virtual format*

Transitional Kindergarten Onboarding

* Please Note: Training topics may be modified to meet district initiatives. *

From the Ground Up! – Social Emotional Development in Early Learning

2.5 hours -- \$1,500.00

Early Childhood is a time when children are faced with learning the ins and outs of building their executive function to aid in self-regulation, and further building conflict resolution skills to support with cooperation and collaboration efforts in the learning environment. Building relationships is essential to this process, as well as supporting an autonomous environment full of powerful interactions and opportunities to build perseverance and resiliency. Through the development of these skills, young learners have the best opportunity to move into the next grade level with a toolbox of social emotional strategies supporting content and interaction challenges they may face. Participants can expect to leave with practical strategies to support ALL children in developing and accessing social emotional strategies and problem-solving skills.

Creating Invitations – Early Learning Environments

2.5 hours -- \$1,500.00

Early learning environments are nurturing spaces that support the development of all young children. They include classrooms, play spaces, areas for caregiving routines, and outdoor areas. Learning environments are well-organized and managed settings. They offer developmentally appropriate schedules, lesson plans, and indoor and outdoor chances for choice, play, exploration, and experimentation. Learning environments include age-appropriate equipment, materials, and supplies. They integrate home cultures and are flexible to support the changing ages, interests, and characteristics of a group of children over time.

One Size Fits Few – A focus on Differentiation

2.5 hours -- \$1,500.00

Differentiation is a critical strategy in meeting the needs of ALL learners. The utilization of scaffolding curriculum, unpacking essential skills, and the use of homogenous grouping strategies allows early learning teachers to ensure all children are being supported in order to develop strong foundational skills. Participants will utilize previous knowledge of differentiation to ensure their foundational understanding is developed to include the latest research and connections to inclusive practices.

The RIGHT to Play!

2.5 hours -- \$1,500.00

Play is the essential vehicle for children learning a multitude of skills. Through the opportunity for play, children develop social interactions, language, conflict resolution, negotiating, and academic content. Participants will spend time developing an understanding of the research behind the importance of play and the necessary interactions and strategies that support children in making connections with 21st Century learning skills such as critical thinking, creativity, collaboration, communication and citizenship. Throughout the training, participants will be given ample opportunities to connect with play strategies, environment characteristics, and essential components of a play-based classroom.

Phonological Awareness – Creating a Sound Sensitivity

2.5 hours -- \$1,500.00

Phonological awareness is an essential skill to supporting young children in developing sound sensitivity, needed to differentiate between sounds when learning language. As educators of early learners, it is essential that we begin supporting children with the foundational development of reading skills in a developmentally appropriate way. The development of Phonological Awareness and alphabets is a predictable progression of skills, ultimately leading up to blending and decoding chunks of text to build a foundation of reading. As children begin to develop phonemic awareness, it is essential to build a **sound sensitivity** with children, so they may differentiate between sounds easier than in the presence of text. Participants can expect to understand and learn strategies and structures to teaching phonological awareness and alphabets, intentionally planning for phonological awareness and embedding opportunities to practice the development of sound sensitivity throughout the day.

Hands On, Minds On – Building Numeracy in Early Learning

2.5 hours -- \$1,500.00

As young children are developing an awareness of numeracy, they begin to see it as a unique attribute they can apply to the world around them. The development of mathematical skills through hands on interactions becomes an essential skill to building a conceptual understanding of number and logic. Hands-On, Minds-On is a structure to support teachers in understanding how conceptual learning is solely developed through multiple modalities of learning. This conceptual understanding is critical for all early learners in accessing mathematical understanding, but specifically supports English Language learners or children with a special need. Using the *Conceptual, Pictorial, Abstract* model, participants will develop and take away strategies and structures to apply to their daily instruction and refine their instructional practice.

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San Ysidro Unified School District Transitional Kindergarten Professional Learning Proposal

TK Environment & Curriculum Instructional Coaching

*\$350.00 per teacher per month
6 teachers in 2022-2023*

- Initial Observation and Reflection Conference with Goal Setting
- Weekly coaching resources aligned to the teacher's goals
 - Aligned to agency initiatives
 - In person, monthly visits with classroom resources
- Instructional Coaching Models used: Observation and Reflection, Whisper Coaching, Vicarious Learning, Curriculum Planning and Development
- Coaching Observation Log submitted monthly to agency director

** Possible Add Ons **

Leaders of Learning – Observing & Evaluating Early Learning Classrooms

2 hours each day-- \$1,250 each

Meant for Administrators, coaches, and mentors of Early Learning Educators

<i>Day One</i> What does it LOOK like?	<i>Day Two</i> What does it FEEL like?	<i>Day Three</i> How do we ASSESS it?
Walking the Room The Daily Schedule Transitions Learning Centers Providing Choice Child Centered Curriculum Early Childhood Rating Scale	The POWER of Play Substantial Portion of the Day Adult-Child Interactions Quality Feedback Effective Questioning in Early Learning Intentional Practice CLASS Assessment Tool	Observation in Early Learning Universal Design for Learning Least Restrictive Environment in ECE Small Group Activities Materials play a role in assessment How teachers use observation data in ECE? Desired Results Developmental Profile
<i>Follow Up Mission:</i> Take pictures and observation notes of developmentally appropriate and NOT appropriate practice	<i>Follow Up Mission:</i> Observe and early learning classroom and take note of examples of play-based learning and quality feedback.	<i>Follow Up Mission:</i> Connect with your early learning teacher and discuss their assessment process.

Collaborative Practice Training

Teamwork Makes the Dreamwork – Building Collaborative teams in Early Learning Classrooms

3 hours -- \$1,500.00

Collaboration is a critical element to the ins and outs of a TK classroom team. Collaborative teams require that all participants share a clear set of beliefs and a desire to work together toward a common goal. Leadership, flexibility, trust, open-mindedness, shared decision making, and creative problem solving are also fundamental to the success of collaborative teams. Participants will use tools to develop an effective and transparent relationship, contributing to understandings around collaborative practices explore collaborative practices bring to light factors that may influence the effectiveness of collaborative practices to enhance the early learning environment for young children.

2022-2023 Professional Learning Cost Breakdown

<i>TK Onboarding Series</i>	<i>\$9,000.00</i>
<i>TK Instructional Coaching</i>	<i>\$21,000.00</i>
<i>Leaders of Learning Training Series</i>	<i>\$3,750.00</i>
<i>Building Collaborative teams in Early Learning Classrooms</i>	<i>\$1,500.00</i>

Total Cost for 2022-2023 Professional Learning:
\$35,250.00

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY
TO PROVIDE THE RESET SUMMER TOUR (RST) PROGRAM

BACKGROUND INFORMATION:

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County to implement the Expanded Learning opportunities (ELO-P) Summer Program. YMCA will provide RESET Summer Tour (herein known as “RST”) in accordance with the provisions of SYSD and the Expanded Learning Opportunities Program (ELO-P).

The RST is designed to provide SYSD’s STEM Camp and provide additional hours of service that develop the academic, social, emotional, and physical needs and interests of participating students through hands-on, engaging learning and enrichment experiences. The program will offer full-day, summer enrichment and learning opportunities for up to 350 district students at 3 area locations (Ocean View Hills, Willow & San Ysidro Middle School). The RST will operate from June 13, 2022 through July 1, 2022.

The term of this MOA is from June 9, 2022, through July 1, 2022.

RECOMMENDATION:

Approve the Memorandum of Agreement with YMCA of San Diego County to provide the RESET Summer Tour (RST) program at three of our schools at a cost not to exceed \$252,259.00 from the ELO-P fund and the 21st Century Community Learning Centers grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #22: Implement summer intervention and enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget?

☒ Yes ☐ No

Requisition #

\$252,259.00

(Amount)

ELO-P fund and 21st CCLC Grant

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF AGREEMENT

Expanded Learning Opportunities Program (ELO-P) Summer Program

YMCA of San Diego County and San Ysidro School District

This Agreement is to provide program services for San Ysidro School District and is entered into this 19th day of May, 2022 by and between the San Ysidro School District (herein known as “SYSD”) and the YMCA of San Diego County (herein known as “YMCA”) who agrees to provide RESET Summer Tour (herein known as “RST”) in accordance with the provisions of the SYSD and the Expanded Learning Opportunities Program (herein known as “ELO-P”).

1. General Scope of Services:

SYSD and YMCA will collaborate to design and operate the RST at 3 SYSD campuses. The program will offer full-day, summer enrichment and learning opportunities for up to 350 district students at 3 area locations (Ocean View Hills, Willow & San Ysidro Middle School). The RST is designed to provide SYSD’s STEM Camp and provide additional hours of service that develop the academic, social, emotional, and physical needs and interests of participating students through hands-on, engaging learning and enrichment experiences.

2. Program Days and Hours of Operation

The RST will operate from June 13th-July 1st, 2022, Monday-Friday excluding district scheduled holidays. The daily operating hours will be 7:30 A.M.-4:30 P.M in accordance with EC Section 46120(b)(1)(B).

3. Enrollment & Daily Attendance Accountability Requirements:

1. The YMCA will facilitate and manage student interest and enrollment systems for RST as directed by SYSD.
2. The YMCA will implement and maintain daily written attendance procedures for all students who participate in RST.
3. The YMCA will implement the San Diego County Office of Education’s Cityspan attendance tracking system when system is available and ready for implementation for ELO-P.
4. YMCA must ensure all students are signed-in and signed-out of program.
5. YMCA will retain written attendance records for a minimum of 5 years and make records

available upon request by the SYSD.

4. Staffing Requirements:

1. YMCA must ensure a maximum of 20:1 student-to-staff ratio for students in 1st-8th grades and a 10:1 ratio for students in TK/K in accordance with EC Section 46120[b][2][D].
2. YMCA must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of SYSD and requirements of EC sections 8483.4 and 46120(b)(2)(D).
3. YMCA shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA must certify that all personnel providing services to students are adequately screened through Livescan and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

5. Program Data and Evaluation Requirements:

1. YMCA will collaborate with SYSD to develop and update an ELO-P plan in accordance with EC Section 8482.3(g)(1).
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. SYSD will share program evaluation data reports with YMCA of San Diego County to use for continuous quality improvement plan.

6. Program Audits.

1. YMCA shall cooperate with SYSD as necessary in required program audits conducted pursuant to EC Section 41020.

7. Additional RST Program Operation Requirements.

1. Both SYSD and YMCA shall each designate a lead contact person for the RST.
2. The RST will include an educational and literacy element designed to provide one or more of the following core content subject areas: language arts, mathematics, history and social science, science

and computer training in accordance with EC Section 8482.3(c)(1)(A–B).

3. The RST will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts, and youth development activities provided by the YMCA and subcontracted specialty enrichment providers. These items will be discussed collaboratively between SYSD and YMCA in accordance with EC Section 8482.3(c)(1)(A–B).
4. SYSD shall collaborate with YMCA to provide all students snack and/or lunch program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
5. SYSD is responsible to ensure the YMCA has access to safe, clean, and supportive indoor/outdoor space at 3 participating school sites to conduct a high quality program.
6. YMCA will ensure staff attends SYSD training opportunities as requested to maximize RST program effectiveness.
7. SYSD and YMCA will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to SYSD from YMCA shall include written authorization and detailed instructions unless otherwise agreed upon by both parties.
8. SYSD and YMCA will work collaboratively to ensure that the RST is following updated COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year

8. Compensation/Costs and Payments

1. YMCA shall provide monthly invoices and income statements for all RST expenses.
2. SYSD shall reimburse YMCA for RST expenses within 30 days of monthly invoice.
3. YMCA shall provide any additional expense documentation and financial reports to SYSD as needed based on written request.
4. YMCA shall retain record of RST expenses for a minimum of 5 years.

The total reimbursement to YMCA for RST **shall not exceed \$252,259.00**

9. Period of Agreement

1. The term of this Agreement shall be June 9, 2022 through July 1, 2022, unless mutually extended by both parties.

10. YMCA & SYSD Agreement Contact Persons

YMCA of San Diego County Contact:

Steve Hensel
Executive Director
Expanded Learning Programs
YMCA of San Diego County
4451 30th Street
San Diego, CA 92116
P: 619-347-3917
E: shensel@ymcasd.org

San Ysidro School District Contact:

Cynthia Monreal González
Executive Director of Educational Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
P: 619-428-4476
E: cynthia.gonzalez@sysdschools.org

11. Confidentiality

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.
2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such

disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School District.

3. The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- a) Pupil records obtained by the YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
- b) In the event of an unauthorized disclosure of a pupil's records, the YMCA shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- c) YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
- d) YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
- e) District agrees to work with the YMCA to ensure compliance with FERPA.
- f) The YMCA shall not use personally identifiable information in pupil records to engage in targeted advertising.
- g) Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or

applications assigned to the pupil by a teacher or other District employees. Pupil records do not include mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

4. YMCA of San Diego County's obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

(a) this Agreement to any other vendor, person, or other entity, unless one of the following is true:

- (i) The disclosure is authorized by this Agreement;
- (ii) The YMCA received advance written approval from the SYSD to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, SYSD may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

Likewise, San Ysidro School District obligation of confidence with respect to information submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

12. Confidentiality of Services

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

1. YMCA shall not disclose private information obtained from the San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:
 - a) The disclosure is authorized by this Agreement;
 - b) The YMCA received advance written approval from the San Ysidro School District to disclose the information; or
 - c) The disclosure is required by law or judicial order and in accordance with AB163
2. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
3. Any failure of the contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

13. Termination for Convenience

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.

2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

14. Termination for Default

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the San Ysidro School District, upon receipt of such notice, YMCA of San Diego County shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.
3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual

obligations, San Ysidro School District may take over the services and complete the services by contract or otherwise.

15. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA is acting as an independent contractor and not as an officer, agent, or employee of SYSD.

16. Hold Harmless

YMCA of San Diego County agrees to hold harmless, to defend, and to indemnify the San Ysidro School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, San Ysidro School District performance, or lack thereof, under this Agreement.

Likewise, the San Ysidro School District agrees to hold harmless, to defend, and to indemnify YMCA of San Diego County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA of San Diego County performance, or lack thereof, under this Agreement.

17. Worker's Compensation

YMCA is self-insured for -workers' compensation insurance. A Certificate of Self-Insurance may be provided upon request.

18. Audit

YMCA agrees to maintain and preserve until five years after termination of the Agreement with SYSD, and to permit SYSD, CDE, or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this agreement and ELO-P funded services.

19. Insurance Requirements

(1) Time for Compliance. YMCA shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, YMCA shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. YMCA and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by YMCA, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury (to include sexual abuse and molestation coverage) and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Sexual Misconduct (Abuse and Molestation) Coverage** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate either by separate policy or by an endorsement to Insureds Commercial General Liability coverage.

If the YMCA maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by YMCA.

YMCA of San Diego County shall file, with the San Ysidro School District, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

20. Governing Law/Venue San Diego

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

21. Compliance with Law

YMCA shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

22. Final Approval

This Agreement is of no force or effect until approved by SYSD Board of Education and authorized signatures by San Ysidro School District and the YMCA of San Diego County.

23. Pupil Safety/School Safety Act

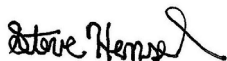
Pupil Safety/School Safety Act: SYSD shall determine the YMCA's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

___The YMCA will have "**limited contact**" with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

X The YMCA will have “**greater than limited contact**” with pupils and the YMCA shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The YMCA has **certified in writing** to SYSD that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.



5/4/22

By (Authorized Signature)

Date

Steve Hensel
Executive Director
Expanded Learning Programs
YMCA of San Diego County

24. Entire Agreement

This Agreement represents the entire Agreement and understandings of the parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN YSIDRO
SCHOOL DISTRICT**

By (Authorized Signature)

Dr. Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

Date: _____

Board Approval:

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

Todd Tibbits
President & CEO
YMCA of San Diego County

Date: _____

YMCA Federal EIN #: 95-2039198

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: AGREEMENT WITH ACHIEVE3000

BACKGROUND INFORMATION:

Achieve3000 delivers a comprehensive suite of digital solutions that significantly accelerate literacy growth and deepen learning across the content areas. Using personalized and differentiated solutions, Achieve3000 provides equity for remote and on-site instruction enabling educators to help all students achieve accelerated growth.

San Ysidro School District would like to enter into a 3-year contract with Achieve3000 for the Differentiated Literacy Solution package for all schools and the Smarty Ants program for all elementaries.

License agreement includes the following:

- Achieve3000 Literacy for up to 1,497 students
- Smarty Ants: Unlimited Licenses for all sites
- Smarty Ants Espanol: Unlimited Licenses for all sites
- Online Professional Learning Services
- Achieve3000 Site Setup Fee

The term of this agreement is 3 years, from July 2022 to June 2025 at the total cost of \$332,121.90.

RECOMMENDATION:

Approve the 3-year license agreement with Achieve3000 for a Differentiated Literacy Solution package all schools and the Smarty Ants program for all elementaries at the cost of \$332,121.90 to be paid from the ESSER III fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action 16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$332,121.90

(Amount)

ESSER III Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "**Agreement**") is effective February 18, 2022 ("**Effective Date**") by and between Achieve3000, Inc. ("**Achieve3000**"), and San Ysidro School District ("**Customer**"), for Customer's use of the Achieve3000 services to which Customer has subscribed ("**Services**") as specified in one or more Achieve3000 order form(s) (each, an "**Order Form**"). The initial Order Form may be attached hereto as Exhibit A.

1. ENTIRE AGREEMENT

The agreement under which Customer is subscribing for the right to permit a certain number of Customer's students, parents, teachers and/or school administrators (up to the licensed number to whom Achieve3000 has provided a user ID and password to access and utilize particular Services (as applicable, the "**Authorized Users**")) consists of (a) the applicable Order Form(s) in which the specific Service(s) to be provided (including related professional development training ("**Professional Development**")), the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, invoicing schedule and other implementation-specific details and terms are specified; and (b) this Agreement. Customer's Order Forms and this Agreement, together with Achieve3000's end user [Terms and Conditions of Use](#) ("Terms of Use") and [Privacy Policy](#) contain the entire agreement and understanding regarding Achieve3000's provision of the specified Service(s) to Customer and Customer's Authorized Users, and supersede all prior oral and written agreements the parties regarding the subject of this Agreement, if any. In the event of a conflict between an Order Form and this Agreement, the conflicting term(s) of this Agreement shall prevail, unless the parties expressly state in a subsequent written document that they intend that the conflicting terms of that Order Form prevail over the conflicting terms of this Agreement. In the event that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all of the remaining terms of this Agreement will remain in effect.

2. TERM OF THIS AGREEMENT

Except as provided in the following sentence and unless stated otherwise in an Order Form, this Agreement shall commence on August 1 of the year in which Customer executes an Order Form (the "**Subscription Start Date**"), and shall conclude on June 30 of the following year (the "**Subscription End Date**", and such period between the Subscription Start Date and Subscription End Date constituting the "**Term**"). The previous sentence notwithstanding, (a) when Customer executes an Order Form subsequent to August 1, the Subscription Start Date shall be, and the Term shall commence on, such date and conclude on June 30 of the following year; and (b) the Subscription End Date and Term of all multi-year agreements shall be as indicated in the applicable Order Form.

3. DESCRIPTION OF SERVICES

The elements of each Service subscribed for hereunder (each a "**Service Element**"), and the first date on which the appropriate Authorized Users may access and utilize each such Service Element (in each case, a "**Service Element Activation Date**") shall be as set forth in the applicable Order Form.

4. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, Customer's appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that Customer has subscribed for the right to access and utilize, solely for educational purposes and solely as permitted by this Agreement, during the Term. The term "appropriate" here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, Achieve3000 will not be obligated to provide any Service to any Authorized User other than a student who has not agreed (i) to Achieve3000's [Terms of Use](#) and [Privacy Policy](#) and (ii) to comply with this Agreement. Achieve3000 reserve the right to change Achieve3000's Terms of Use and/or Privacy Policy (subject to Section 10 of this Agreement).

Achieve3000 will charge Customer for each Service it subscribes for based on the number of permitted users or "**Licensed Seats**" Customer elects for that Service and the applicable license pricing for the Service.

To allow Customer additional flexibility in Customer's use of the Services for appropriate purposes, Achieve3000 may permit Authorized Users in excess of the then-current number of Licensed Seats Customer has already subscribed for that Service ("**Additional Users**").

From time to time during the Term, Achieve3000 will compare the number of Authorized Users Customer has provided with access to a Service with the number of Licensed Seats Customer has subscribed for that Service. If the number of Authorized Users exceeds the number of Licensed Seats Customer has subscribed for the Service, Achieve3000 will notify Customer in writing and invoice Customer for the Additional Users Achieve3000 has identified through its comparison.

Achieve3000 will work with Customer to resolve promptly any question or issue Customer may have regarding the number of Additional Users Achieve3000 has identified or the associated additional Service fees Achieve3000 has invoiced for those Additional Users. Customer is responsible for all activities conducted under its Authorized User logins and for its personnel's compliance with this Agreement.

5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its "**Content**"), is solely Achieve3000's property or, where applicable, the property of Achieve3000's licensors. Customer receives no rights to or interest in any Content other than the rights conferred upon Customer by Section 4 of this Agreement. All Content is protected by copyright and other intellectual property laws, and nothing herein grants Customer any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of this Agreement. Customer and its Authorized Users may not:

- (a) permit any third party whom Achieve3000 has not provided a user ID and password to access or utilize any Service;
- (b) copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so; Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone;
- (c) (i) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, (ii) mirror the Content on any other server, (iii) create any derivative works, (iv) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content, or (v) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content;
- (d) use any Service in a manner that includes any service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Authorized User login, or time-sharing of such Service;
- (e) use any Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights;
- (f) use unauthorized modified versions of any Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to such Service;
- (g) engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without Achieve3000's written permission; Customer may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service;
- (h) publish, post, upload or otherwise transmit any Content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or
- (i) print or download Content for Customer's own personal educational use unless such Content is clearly made available to be printed or downloaded, and provided, further, it keeps intact all copyright and other proprietary notices.

Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

Customer and its Authorized Users should review the governing licensing restrictions associated with any Content or content or materials in the Service(s) designated as "open", OER, or available for public use, before using any such content or materials. We do not grant you rights of any kind to use such content or materials outside of the Service.

Customer and its Authorized Users may be permitted to upload third-party content for use with the Service(s) ("**Service Uploads**"). Customer represents and warrants that prior to providing any upload Customer or its Authorized User will have all necessary rights to provide the Service Uploads, and that the Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. Customer or its Authorized User grants Achieve3000 the right to make the Service Uploads available to users in the same manner and to the same extent as the Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available with the Service which shall be in addition to, and not instead of, this Agreement.

7. COMMENTS

During the Term, Customer, through Customer's employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, "**Comments**"). Customer agrees that Achieve3000 may use, modify, and incorporate these Comments as Achieve3000 sees fit and will own all rights to such Comments as incorporated into the Services.

7. PAYMENT TERMS

Payment of the amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. In the event that timely payment is not received, Achieve3000 shall have the right to deny Customer and its Authorized Users access to the Services until payment in full is received, without limitation or waiver of any other right or remedy available under this Agreement or at law.

8. TAXES AND TAX-RELATED OBLIGATIONS

The rates and charges for Services do not include and Customer acknowledges that it is responsible for any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes

based solely on Achieve3000's net income. Customer shall hold Achieve3000 harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. Customer will promptly reimburse Achieve3000 for any and all taxes, assessment, permits and fees that Achieve3000 may be required to pay in connection with this Agreement or its performance.

9. STUDENT DATA

In order to enable Achieve3000 to provide the Services to Customer and Customer's Authorized Users, Customer shall provide Achieve3000 the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format) regarding each student whom Customer wants to enable to use a Service: name of the student's school and school district, student ID number, student first name, student last name and student grade level (collectively, "**Student Data**"). Alternatively, Customer can upload the data itself. Visit the Achieve3000 Hub at hub.achieve3000.com for secure data upload instructions. Alternative methods for providing Student Data electronically include transferring Student Data through a standards-based API or through on-demand electronic transfer through Authorized User login using standards-based SSO.

Student Data can be transferred to Achieve3000 using a secure file sharing service, SFTP, or any other method required by Customer. All Student Data received from Customer will be stored on a secure server and accessible only to Achieve3000's personnel on a need-to-know basis. The Student Data received from Customer will be matched to Achieve3000's usage records using student IDs or student names (provided by Customer during the rostering process). Customer agrees that Student Data may be shared with an external contractor who is under contract with Achieve3000 to protect the confidentiality of shared information and meet all standards of confidentiality described in this Agreement. All Student Data collected by Achieve3000 will be kept strictly confidential, consistent with the terms of this Agreement. Student Data received from Customer will only be used for the purposes described in this Agreement or as otherwise agreed to in writing by the parties. At such time as Customer requires by written notice, Achieve3000 will purge Student Data from all storage media, except Student Data stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by Us. Achieve3000 may collect usage data, query data and other aggregated or de-identified data in connection with Customer's use of the Services. Achieve3000 may use such data for purposes of maintaining or improving the Services, improving the efficacy of our Services (e.g., corroborating the data in Achieve3000's databases), or the development of revised or new products and services. Provided that none of Customer's Authorized Users or students is individually identifiable and none of Customer's Confidential Information is disclosed, Achieve3000 may also collect, retain, disclose, distribute and otherwise utilize such aggregated or de-identified data.

In Achieve3000's receipt and handling of Student Data, Achieve3000 will act as Customer's contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "**FERPA**". Achieve3000 will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations and is consistent with Achieve3000's Privacy Policy (which is set forth at <http://www.achieve3000.com/privacy-policy/>). Customer will treat Achieve3000 as a "School Official" as defined under FERPA and Achieve3000's staff as authorized school recipients of education records under FERPA.

In addition, Achieve3000 does and will comply with the provisions of the Children's Online Privacy Protection Act ("**COPPA**") in the operation of the Achieve3000 website through which Customer's Authorized Users will access and use Services. As permitted by COPPA, Achieve3000 relies on Customer in place of a parent or legal guardian to provide consent and authorization regarding use of the Services and collection of personally identifiable information of students under 13.

Notwithstanding Achieve3000's reservation of rights to revise this Agreement and Achieve3000's Privacy Policy, no change to this Agreement or Achieve3000's Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to Customer or Customer's Authorized Users unless and until Achieve3000 has advised Customer of such change and received Customer's written consent (email to suffice) to such change.

10. TEACHER AND ADMINISTRATOR PREPARATION

Customer will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service.

Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions subscribed for hereunder, whether online or on-site, must be completed before the end of the period indicated in Customer's Order Form. Such session(s) shall not "roll over" to a subsequent period and Customer will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by Customer within the appropriate time frame as described in this paragraph shall be treated as having been duly provided by Achieve3000. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon seventy-two (72) hours' prior notice. Professional Development sessions canceled or postponed on less than seventy-two (72) hours' prior notice shall be treated as having been duly provided by Achieve3000.

Achieve3000 may make additional Professional Development opportunities available from time to time, on a selective basis. The reasonable and verifiable costs of participation in such events, as well as any associated travel costs, are included in the cost of the Services.

11. INVALID LEVELSET ASSESSMENTS

All potentially invalid LevelSet assessments are flagged in a report for Customer's teachers and it is up to those teachers to have the individual student retake the relevant LevelSet assessment.

12. EMAIL COMMUNICATIONS

1. delivering Professional Development and similar materials to Customer's teachers and administrators; and
2. advising Customer of changes or additions to Achieve3000's Services or about any of Achieve3000's Services.

13. USER CONDUCT

Customer agrees that Achieve3000's Terms of Use set forth at <http://www.achieve3000.com/terms-of-use/> are reasonable and appropriate, and shall undertake reasonable measures to assist Achieve3000 in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Customer's Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate Section 8 (Code of Conduct) or any other provisions of the Terms of Use.

14. TERMINATION

- Either party may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within five (5) business days of its receipt of written notice of its default(s) from the terminating party (other than breach of Customer's payment obligations, for which Achieve3000 may terminate this Agreement immediately). No sooner than one (1) year after Customer signs this Agreement, Achieve3000 may terminate this Agreement on at least sixty (60) days prior written notice.
- Customer may terminate this Agreement by (a) providing Achieve3000 with no less than thirty (30) days prior written notice or (b) ceasing all access to the Service(s) for six (6) months or longer. Immediately upon the termination or expiration of any of Customer's Order Forms, Customer and Customer's Authorized Users shall immediately cease use of all Service(s) subscribed for under that Order Form. Should any Order Form be terminated prior to its natural expiration, Customer shall pay Achieve3000 all amounts owed for Services provided to Customer and Customer's Authorized Users under that Order Form up to the effective date of such termination.

15. CHANGES TO SERVICES

Achieve3000 is constantly innovating in order to provide the best possible instructional solutions to its customers' Authorized Users. Customer acknowledges and agrees that the form and nature of the Services may change from time to time without prior notice to Customer. Customer further acknowledges that Achieve3000 may stop (permanently or temporarily) providing any features or may add new features within any Service at Achieve3000's sole discretion without prior notice to Customer.

16. LINKS TO OTHER SITES

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of Customer's Authorized Users. Achieve3000 is not responsible for the availability of external sites or resources linked, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. Achieve3000 makes no representations as to the quality, suitability, accessibility, functionality, or legality of any sites to which links may be provided. Accordingly, Customer should review the terms and conditions and privacy policies of each linked site, as its policies may differ from Achieve3000's. If Customer's Authorized Users decide to access linked third-party content and sites, they do so at their and Customer's own risk.

17. CONFIDENTIALITY

"Confidential Information" shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as "proprietary" or "confidential" or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature. The terms of Customer's Order Form which are unique to Customer shall be deemed to be the Confidential Information of each party.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000's Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain, with the exception of Student Data, through a source other than the receiving party and without claim or challenge by the disclosing party to such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to or reliance on Confidential Information of the disclosing party; or (iv) was received by the receiving party from a third party without any confidentiality obligation owed to the disclosing party. Notwithstanding a party's obligations hereunder, it may disclose the other party's Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a

protective order or other appropriate remedy.

18. DATA OWNERSHIP AND LOCATION OF SERVICES

Customer will own data on Customer's Authorized Users' use of Achieve3000's Services ("Program Data") and the Student Data Customer provides to Achieve3000. At Customer's written request, Achieve3000 will return or destroy in a verifiable manner Student Data in Achieve3000's possession and provide Customer with copies of associated Program Data Achieve3000 has not previously provided to Customer. Customer agrees that Achieve3000 may use Student Data and Program Data to provide and maintain the Services, and that Achieve3000 may use Program Data for Achieve3000's internal purposes; for example, improvement, development and assessment of Services and Content.

19. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- Achieve3000 warrants that it has the full authority to grant the rights granted to Customer herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, ACHIEVE3000 DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY CONTENT OR SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE ERROR FREE, AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND CUSTOMER UNDERSTANDS THAT IT IS ASSUMING ALL RISKS OF SUCH SERVICE'S USE, QUALITY, AND PERFORMANCE.
- IN NO EVENT SHALL EITHER PARTY, INCLUDING ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF SUCH PARTY, AS THE CASE MAY BE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ACHIEVE3000 BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN ACHIEVE3000'S EMPLOYEES OR AGENTS. IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON EXCEED DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO ACHIEVE3000 DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL ACHIEVE3000, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ITS LICENSORS, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO CUSTOMER OR TO ANY AUTHORIZED USER. To the extent that Achieve3000 may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.
- Achieve3000 agrees to indemnify and defend Customer and its employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that the technology platform underlying a Service provided to Customer hereunder infringes upon the copyright of a third party. If any such Service is held to infringe, or if in Achieve3000's opinion, such a claim is likely to occur, Achieve3000 may, at Achieve3000's sole option and expense, either: (i) procure for Customer and Customer's Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then Achieve3000 may terminate Customer's license to access and utilize the allegedly infringing Service. The preceding sentences in this bullet states Achieve3000's entire liability and obligation, and Customer's exclusive remedy, for infringement.

To the extent permitted by law, Customer shall indemnify, defend and hold harmless Achieve3000 and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of Customer and its Authorized Users' use of the Services, except to the extent that such claim is subject to Achieve3000's indemnification obligations hereunder.

20. GENERAL

Nothing in this Agreement shall cause the relationship between Customer and Achieve3000 to be anything other than that of independent contractors. None of Customer's and Achieve3000's actions under this Agreement shall be joint, and Customer and Achieve3000 has not formed, and shall not form, a joint venture to perform any of their respective obligations hereunder. The failure of either party to require performance of any part of this Agreement shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of each party. The rights and obligations of each party established herein are intended for the sole use and benefit of each of

the parties and no one else. Accordingly, this Agreement confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a party's reasonable control. Customer may not assign this Agreement without Achieve3000's prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. Achieve3000 may assign this Agreement to any entity that purchases all or substantially all of Achieve3000's assets or that obtains control of it by purchase, merger or other means so long as such assignee agrees to assume all of Achieve3000's material obligations hereunder. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when sent by email or mailed by registered or certified mail, postage prepaid to Customer at the address set forth in Customer's Order Form, and to Achieve3000 at Achieve3000, Inc., 331 Newman Springs Road, Suite 304, Red Bank, NJ 07701, Attn: Chief Executive Officer, or to Customer or Achieve3000 at such other address (or email address) as Customer or Achieve3000 may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 –9, 14, and 17 –20.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, USA, without regard to its principles of conflict of laws. Each party agrees that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a federal or state court located in the State of New York.

21. CONTACT INFORMATION

Achieve3000, Inc.

732-367-5505
info@achieve3000.com
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173
619-428-4476
cynthia.gonzalez@sysdschools.org

ACHIEVE3000, INC.

By: _____
Name: _____

Title: _____
Date: _____

ADDITIONAL RESOURCES

[Achieve3000 Technical and Organizational Measures](#)
[Data Processing Addendum to Achieve3000 Terms of Service and Master Subscription Agreement](#)

CUSTOMER: San Ysidro School District

By: _____
Name: Marilyn Adrianzen

Title: Chief Business Official
Date: _____

Board approved:

Exhibit A to the Master Subscription Agreement dated 02/18/2022
ORDER FORM (attached on following page)

**Quote ID:** Q-74972**Contract Period:** 07/01/2022 - 06/30/2025**21-22 License Expiration Date:** 06/30/2022**Quote Date:** 02/11/2022**Valid Until:** 06/30/2022**Client Information**

Account Name	
San Ysidro School District Address	Client
4350 Otay Mesa Rd San Ysidro, CA 92173-1685 Phone: (619)428-4476	Cynthia Gonzalez Email: cynthia.gonzalez@sysdschools.org Phone: (619)428-4476

Achieve3000 is pleased to continue partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

Participating Schools	Total Licenses Purchased			
	Program	22-23	23-24	24-25
La Mirada Elementary	Literacy	125	125	125
	Smarty Ants	Unlimited	Unlimited	Unlimited
Ocean View Hills School	Literacy	96	96	96
	Smarty Ants	Unlimited	Unlimited	Unlimited
San Ysidro Middle School	Literacy	150	150	150
Smythe Elementary School	Literacy	250	250	250
	Smarty Ants	Unlimited	Unlimited	Unlimited
Sunset Elementary School	Literacy	125	125	125
	Smarty Ants	Unlimited	Unlimited	Unlimited
Vista Del Mar School	Literacy	376	376	376

Participating Schools	Total Licenses Purchased			
	Program	22-23	23-24	24-25
Willow Elementary	Literacy	375	375	375
	Smarty Ants	Unlimited	Unlimited	Unlimited

Year 1 (2022 - 2023)

Product	Cost	Qty	Total
Achieve3000 Literacy: up to 1497 Students, 14 PLS Day(s) Included <i>(LIT)</i> Smarty Ants: Unlimited Student Licenses at 5 Sites <i>(SA-NP)</i> Smarty Ants Espanol: Unlimited Student Licenses at 5 Sites <i>(SAE-NP)</i> Online Professional Learning Services (Smarty Ants): (10) 90-Minute Virtual Classroom Session for up to 25 attendees <i>(OPDI-SA)</i> Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. <i>(SITE-SETUP)</i>	\$116,534.00	1	\$116,534.00
Subtotal			\$116,534.00

Year 2 (2023 - 2024)

Product	Cost	Qty	Total
Achieve3000 Literacy: up to 1497 Students, 14 PLS Day(s) Included (LIT) Smarty Ants: Unlimited Student Licenses at 5 Sites (SA-NP) Smarty Ants Espanol: Unlimited Student Licenses at 5 Sites (SAE-NP) Online Professional Learning Services (Smarty Ants): (10) 90-Minute Virtual Classroom Session for up to 25 attendees (OPDI-SA) Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. (SITE-SETUP)	\$116,534.00	1	\$116,534.00
Subtotal			\$116,534.00

Year 3 (2024 - 2025)

Product	Cost	Qty	Total
Achieve3000 Literacy: up to 1497 Students, 14 PLS Day(s) Included (LIT) Smarty Ants: Unlimited Student Licenses at 5 Sites (SA-NP) Smarty Ants Espanol: Unlimited Student Licenses at 5 Sites (SAE-NP) Online Professional Learning Services (Smarty Ants): (10) 90-Minute Virtual Classroom Session for up to 25 attendees (OPDI-SA) Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. (SITE-SETUP)	\$116,534.00	1	\$116,534.00
Subtotal			\$116,534.00

Summary of Fees

Year	Total
Subtotal	\$349,602.00
Discount	(\$17,480.10)
Order Total	\$332,121.90

See Next Page for Quote Acceptance



Acceptance for Quote ID Q-74972: \$332,121.90

San Ysidro School District

Account Name

Achieve3000

Signature

Signature

Name/Title

Marilyn Adrianzen, CBO

Name/Title

Date

Date

Board approved:

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000
331 Newman Springs Road
Suite 304
Red Bank, NJ 07701

Fax: (316) 221-0718

Email: orders@achieve3000.com

For questions, please contact Jennifer Ross at (732) 523-5660 or jennifer.ross@mheducation.com.

This quote is governed by and subject to the Achieve3000 terms and conditions at <https://achieve3000.com/who-we-are/about-us/terms-of-service/>. By signing this quote, you are agreeing to such terms and conditions.

To explore more renewal options, such as a multi-year quote with LOCKED-IN PRICING for three full years, please contact your Customer Advocacy Manager for an adjusted quote.

About Achieve3000®

Achieve3000 delivers a comprehensive suite of digital solutions that significantly accelerate literacy growth and deepen learning across the content areas. Using personalized and differentiated solutions, Achieve3000 provides equity for remote and on-site instruction, enabling educators to help all students achieve accelerated growth. Our suite of solutions includes: Achieve3000 Literacy, a differentiated learning platform for grades 2-12; Actively Learn, a digital curriculum for grades 3-12; Smarty Ants, a foundational literacy platform for grades PreK-2; and Achieve3000 Math, a digital mathematics solution.

Learn more about Achieve3000's learning solutions at www.achieve3000.com.

A Proven Solution for Summer Success! Engage, motivate and accelerate learning this summer with Achieve Intensive - the rapid intervention solution for Grades 2 - 12 from Achieve3000! Visit www.achieve3000.com/intensive to learn more.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 19, 2022

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE AGREEMENT WITH KEENAN &
ASSOCIATES FOR PROPERTY AND CASUALTY CLAIMS
ADMINISTRATION SERVICES

BACKGROUND INFORMATION:

Southern California Relief Regional Liability Excess Fund (SCR) Joint Powers Authority (JPA) is a non-profit member-owned and operated JPA providing risk management services to public schools. SCR JPA is managed by Keenan & Associates for the District's property and liability coverage.

Amendment No. 1 amends Exhibit B Compensation of the Agreement for the period from July 1, 2022 through June 30, 2023 with a slight increase in rates of 3% from the previous program year. All other terms and conditions remain the same.

RECOMMENDATION:

Approve Amendment No. 1 to the agreement with Keenan & Associates to provide Property and Casualty Claims Administration Services. Compensation for services will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☐ New ☒ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget?

☒ Yes ☐ No

Requisition #

TBD

(Amount)

General

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

**AMENDMENT No 1 to
PROPERTY AND CASUALTY CLAIMS ADMINISTRATION
SERVICES AGREEMENT**

This Amendment modifies the **Property and Casualty Claims Administration Services Agreement** (“Agreement”) effective on **July 1, 2021** by and between **San Ysidro School District** (“Client”) and **Keenan & Associates** (“Keenan”).

1. The effective date of this Amendment is **July 1, 2022**.
2. This Amendment amends **Exhibit B Compensation** of the Agreement for the period from **July 1, 2022** through **June 30, 2023** to read as outlined below. This Amendment supersedes any and all prior understanding between the Parties as to this matter.

For the period **July 1, 2022– June 30, 2023**:

V.P./A.V.P./Claims Manager -	\$ 101.35 per hour
Senior Claims Examiner -	\$ 95.61 per hour
Claims Examiner -	\$ 84.69 per hour
Expenses -	44% of hourly billings
Minimum per file charge	One hour

3. All other terms and conditions of the Agreement remain unchanged.
4. Each person signing this Amendment on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

<u>San Ysidro School District</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Marilyn Adrianzen	<u>By:</u>	Eric J. Lucas, Esq.
<u>Title:</u>	CBO	<u>Title:</u>	Vice President
<u>Address:</u>	4350 Otay Mesa Road San Ysidro, CA 92173	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<u>Attention:</u>	Marilyn Adrianzen	<u>Attention:</u>	Greg Trapp
<u>Telephone:</u>	619-428-4476	<u>Telephone:</u>	949-940-2760 x5165
<u>E-mail:</u>	marilyn.adrianzen@sysdschools.org	<u>E-mail:</u>	gtrapp@keenan.com