San Ysidro School District
Governing Board

AGENDA

Thursday
June 10, 2021
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board shall be held by teleconference. Trustees of San Ysidro School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following link https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Thursday, June 10, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/e1svoxh3hJdGVNvk9 on or before Thursday, June 10, 2021 at 3:00 p.m. 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). To listen to this meeting in Spanish, please call
1 (786) 540-5047 and enter the access code 409 397 715#. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

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, MAY 13, 2021
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Thursday, May 13, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/3kiCsgKBjXkZRtAj6 on or before Thursday, May 13, 2021 at 3:00 p.m. 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). To listen to this meeting in Spanish, please call 1 (443) 563-1381 and enter the access code 712 361 355#. Closed Session was held at 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 Martinez Time: 5:01 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

Board Members Present:
Mr. Antonio Martinez, Board President
Mr. Rudy Lopez, Board Vice-President
Mrs. Rosaleah Pallasigue, Board Clerk
Mr. Humberto Gurmilan, Member - *Joined at 5:25 p.m.*
Mrs. Irene Lopez, Member - *Joined at 5:05 p.m.*

All votes during this meeting were completed by roll call.

3. AGENDA

The Board approved the agenda with the following corrections:

1) Pulled Closed Session Item 5.4 Noriega v. San Ysidro School District; Case Number: 37-2017-00045786-CU-PO-CTL from the agenda.

Motion: Pallasigue Second: R. Lopez Vote: 3-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Persons who wish to comment on topics included on the Closed Session Agenda item were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, May 13, 2021 at 3:00 pm. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/3kiCsgKBjXkZRtAj6 on or before Thursday,

May 13, 2021 at 3:00 p.m. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

Board Clerk Pallasigue made a motion to recess to Closed Session, seconded by Board Vice-President Rudy Lopez. The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:07 p.m. in accordance with section 54954.5 regarding:

5.1 *Government Code Section 54957*
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

5.2 GOVERNMENT CODE SECTION 54957.6 (J. Sanchez)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Board President, Antonio Martinez, Legal Counsel, Joseph Sanchez
Unrepresented Employee: Superintendent

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

5.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter) - ***Pulled***
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Noriega v. San Ysidro School District; Case Number: 37-2017-00045786-CU-PO-CTL

5.5 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: 1

5.6 GOVERNMENT CODE SECTION 54957 (Gonzales)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.7 GOVERNMENT CODE SECTION 54957.6 (Gonzales)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Linda Gonzales, Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:01 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.

There was no action taken in Closed Session.

6. CALL TO ORDER Who: President Martinez Time: 6:01 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

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

Board Members Present:
Mr. Antonio Martinez, Board President
Mr. Rudy Lopez, Board Vice-President - *Left at 6:00 p.m. after Closed Session*
Mrs. Rosaleah Pallasigue, Board Clerk
Mr. Humberto Gurmilan, Member
Mrs. Irene Lopez, Member

8. FLAG SALUTE by Antonio Martinez, Board President

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPION AWARDS (Mata)

9.1 Supervisor Nora Vargas, District 1, County of San Diego - Presenter Board President Antonio Martinez

9.2 ASB Middle School Student Council Board - Presenter Dr. David Farkas, Assistant Superintendent Educational Leadership, Pupil Services and Safety

- San Ysidro Middle School ASB Student Council Board
- Vista Del Mar Middle School ASB Student Council Board

9.3 Coordinator of Public Relations & Community Services Francisco Mata - Presenter Dr. David Farkas, Assistant Superintendent Educational Leadership, Pupil Services and Safety

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, May 13, 2021 at 3:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/3kiCsgKBjXkZRtAj6 on or before Thursday, May 13, 2021 at 3:00 p.m. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Irene Lopez, Commented: 1) It's Educational Teachers' week. Thanked and applauded teachers for striving through this difficult time and working together with the district. 2) Thanked everyone that has been working many hours. As a San Ysidro family, we will make this district well known in the county. 3) Wished everyone good health.

Board Member Gurmilan, Commented: 1) Thanked everyone for playing a huge role in the lives and education of all our students in the district. 2) He is proud of the work we've done in the district and community and is excited about where we are going. 3) The 92173 area was one of the hardest hit by the pandemic. The work that everyone did helped turn things around. We passed the target number of people vaccinated in San Ysidro and have the opportunity to continue moving forward. 4) Continue to strive to be the best in the state and in the country. 5) Thanked everyone for their hard work.

Board President Martinez, Commented: 1) Congratulated Board Member Gurmilan for his new position as Press Secretary for Vice Chair Supervisor Nora Vargas. 2) Our staff has made Hybrid Learning a success. We are a model school district for other school districts in the county. Congratulated teachers, classified staff, parents, Dr. Potter and her administrative team. 3) Some parents will want to keep their children home next school year so he is pleased that we are launching a virtual academy and giving parents that option. 4) He is pleased that ages twelve and over can get their vaccines. 5) Encouraged everyone to attend the special board meeting for the Long Range Master Facilities Plan. 6) Would like to have Ms. Yrineo recognized as a Distinguished Champion.

Board Clerk Pallasigue, Commented: 1) Thanked the community, teachers and staff for keeping schools open for students that elected to come back on campus. Their academic, emotional and mental health is being nurtured and taken care of. 2) Acknowledged teachers for teaching in class and online. 3) Thanked the unions for being amicable in working on plans to offer continued in person and distance learning for the new school year. 4) Our community knows how to pull together. We all want safety and growth. 5) Congratulated Dr. Potter our new Vice President of the Association of California School Administrators. We are privileged to have her.

Superintendent Potter, Commented: 1) We are a family in San Ysidro and continue to do remarkable things for the children we serve. 2) Announced that this week is Teacher Appreciation Week and next week is Classified Appreciation Week. 3) We have over six hundred employees and thanked them for pulling together during this difficult year to make sure we take care of the children, families and community we serve. 4) Announced the May 25, 2021 special board meeting for the Long Range Master Facilities Plan via zoom. 5) Wished Board Member Irene Lopez a "Happy Birthday." 6) Congratulated Board Member Gurmilan who serves as Press Secretary for County Supervisor Nora Vargas. 7) Thanked everyone for safely reopening our schools and for everything they do.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Reclassification Criteria & Overview - Executive Director of Educational Services Cynthia Monreal González

12.2 Expanded Learning Opportunities Grant: Budget Plan - Executive Director of Educational Services Cynthia Monreal González and and Chief Business Official, Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of April 15, 2021 and minutes of the Special Board Meetings of April 15, 2021 and April 5, 2021.

Motion: Gurmilan Second: Pallasigue Vote: 4-0

13.2 AUTHORIZE INSTRUCTIONAL PROGRAMS FOR THE 2021-2022 SCHOOL YEAR AND 2021 SUMMER PROGRAMS (González)

The Board authorized the district to provide the following TK-8th grade instructional programs for the 2021-2022 school year in response to the COVID pandemic, if allowable by state and county health guidelines along with applicable state regulations and board policies: 1) Full In Person Instruction; 2) Independent Study; 3) Virtual Learning Academy; and 4) Intervention Support Programs. Authorized the district summer school programs to be provided in a full in person instructional model beginning June 2021.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.3 FIRST READING AND ADOPTION OF NEW BOARD POLICY 6181 – ALTERNATIVE SCHOOLS AND PROGRAMS OF CHOICE (Farkas)
The Board approved the First Reading and Adoption of New Board Policy 6181 to generally authorize the establishment of alternative schools and/or programs of choice in the District, pursuant to Education Code 58500 et seq. Alternative schools of choice may be established by the Board to provide educational options for parents and students. These schools or programs may include, for example, an independent study school and/or a Virtual Learning Academy that is conducted online. Separate Board action would be required to establish specific new schools or programs under this policy.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.4 AUTHORIZE THE FORMATION AND ESTABLISHMENT OF A VIRTUAL LEARNING ACADEMY BEGINNING IN THE FALL 2021 AS A NEW ALTERNATIVE SCHOOL OF CHOICE (Farkas)
The Board authorized the formation and establishment of the Virtual Learning Academy, beginning in the Fall of 2021, as an alternative school or program of choice (BP 6181), consistent with applicable Board policies and regulations and State law. The Virtual Learning Academy would provide an online, distance learning option for students who do not wish to return to in-person instruction at the start of the 2021-22 school year. The District's Independent Study policy and regulation (BP/AR 6158) may be used to support such a program in the event the State Legislature does not pass legislation authorizing distance learning in the Fall as implemented during the 2020-21 school year. If the Board approves this item, District staff will pursue a new County District School (CDS) code from the California Department of Education for the Virtual Learning Academy.

Motion: Gurmilan Second: Pallasigue Vote: 4-0

13.5 FIRST READING AND ADOPTION OF REVISED BOARD POLICY 0420.42 - CHARTER SCHOOL RENEWAL (Farkas)
The Board approved the First Reading and Adoption of Revised Board Policy 0420.40 - Charter School Renewal.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.6 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 3000 SERIES (Adrianzen)
The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 3000 series: Revised BP 3110 - Transfer of Funds, Revised BP 3230 - Federal Grant Funds, Revised AR 3230 - Federal Grant Funds, Revised AR 3311.2 - Lease-Leaseback Contracts, Revised AR 3311.3 - Design-Build Contracts, Revised AR 3320 - Claims and Actions Against the District, Revised BP 3452 - Student Activity Funds, Revised BP/AR 3515.3 - District Police/Security Department and Revised BP 3600 - Consultants.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.7 FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATIONS AND EXHIBIT - 4000 SERIES (Gonzales)
The Board approved the First Reading and Adoption of Revised Administrative Regulations and Exhibit - 4000 series: Revised AR 4161.2/4261.2/4361.2 - Personal Leaves, Revised AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave and Revised Exhibit 4112.9/4212.9/4312.9 - Employee Notifications.

Motion: Gurmilan Second: I. Lopez Vote: 4-0

13.8 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION 6142.8 - COMPREHENSIVE HEALTH EDUCATION (González)
The Board approved the First Reading and Adoption of Revised Board Policy and Administrative Regulation 6142.8 - Comprehensive Health Education.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.9 FIRST READING AND ADOPTION OF REVISED BOARD POLICY 7210 - FACILITIES FINANCING (Adrianzen)
The Board approved the First Reading and Adoption of Revised Board Policy 7210 - Facilities Financing.

Motion: Gurmilan Second: Pallasigue Vote: 4-0

13.10 AB1200 AND COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING WITH THE CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION - AMENDMENT NO. 2 (Adrianzen)
The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and Amendment No. 2 to the Collective Bargaining Memorandum of Understanding with the Classified School Employees Association for the period of July 1, 2020 through June 30, 2021 and its Chapter 154 coronavirus response.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.11 AB1200 FOR ASSISTANT SUPERINTENDENT OF EDUCATIONAL LEADERSHIP, PUPIL SERVICES AND SAFETY (Adrianzen)
The Board approved the AB1200 for the Assistant Superintendent of Educational Leadership, Pupil Services and Safety for the 2020-2021 school year and the submittal of AB1200 to the San Diego County Office of Education to implement the Hybrid Learning Program. The funding source for this AB1200 is the Elementary and Secondary School Relief (ESSER II) fund.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.12 RESOLUTION NO. 20/21-0032 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE NEEDLE POINT BIPOLAR IONIZATION SYSTEM INSTALLATION PROJECT (Farkas/Azevedo)
The Board approved Resolution No. 20/21-0032 for the acceptance of work and notice of completion for the Needle Point Bipolar Ionization System installation by Emcor Services Mesa Energy Systems Inc. in all of the district and school facilities to eliminate particulate matters; pathogens, mold spores and viruses (COVID-19); Converts VOC's (odors); and air pollution.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.13 OPEN PUBLIC HEARING FOR RESOLUTION NO. 20/21-0033 TO ESTABLISH TEMPORARY INTERFUND BORROWING OF SPECIAL OR RESTRICTED FUND MONEYS (Adrianzen)
The Board opened the Public Hearing for Resolution No. 20/21-0033 to establish Temporary Interfund Borrowing of Special or Restricted Fund Moneys.

There were no public comments.

Motion: Pallasigue Second: I. Lopez Vote: 4-0

13.14 CLOSE PUBLIC HEARING FOR RESOLUTION NO. 20/21-0033 TO ESTABLISH TEMPORARY INTERFUND BORROWING OF SPECIAL OR RESTRICTED FUND MONEYS (Adrianzen)
The Board closed the Public Hearing for Resolution No. 20/21-0033 to establish Temporary Interfund Borrowing of Special or Restricted Fund Moneys.

Motion: Gurmilan Second: Pallasigue Vote: 4-0

13.15 RESOLUTION NO. 20/21-0033 TO ESTABLISH TEMPORARY INTERFUND BORROWING OF SPECIAL OR RESTRICTED FUND MONEYS (Adrianzen)
The Board adopted Resolution No. 20/21-0033 to establish temporary interfund borrowing of special or restricted fund moneys for fiscal years 2020-21 and 2021-22.

Motion: Gurmilan Second: Pallasigue Vote: 4-0

13.16 ANNUAL RESOLUTIONS FOR FISCAL YEAR 2021-2022 (Adrianzen)
The Board approved Resolutions Nos. 21/22-0001 through 21/22-0006 designating authorized agents to carry out District business for fiscal year 2021-2022.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

13.17 AWARD BID NO. 01-2021 DISTRICT OFFICE NEW GENERATOR PROJECT
(Farkas/Azevedo)
The Board awarded Bid No. 01-2021 District Office New Generator Project to GEM Industrial Electric, Inc. to install a new diesel-powered generator to provide back up electricity during power outages. The funding source will be from the 2012 COPs Refunding Resources.

Motion: I. Lopez Second: Gurmilan Vote: 4-0

13.18 ADOPT EXPANDED LEARNING OPPORTUNITIES GRANT AND BUDGET PLAN
(González/Adrianzen)
The Board adopted the Expanded Learning Opportunities Grant and Budget Plan.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

14. CONSENT CALENDAR
The Board approved the Consent Calendar.

Motion: I. Lopez Second: Pallasigue Vote: 4-0

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Gonzales)
The Board approved the employment for the following as recommended by staff:
14A.1 Substitute Publication Technician

RESIGNATION (Gonzales)
The Board approved/ratified the resignation for the following as recommended by staff:
14A.2 Custodian

APPROVE REVISED JOB DESCRIPTIONS (Gonzales)
The Board approved the revised job descriptions for the following as recommended by staff:
14A.3 Mechanic
14A.4 Publication Technician

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Gonzales)
The Board approved the employment for the following as recommended by staff:
14B.1 Resource Specialist
14B.2 Special Day Class Teachers
14B.3 Language, Speech, and Hearing Specialist

RETIREMENT (Gonzales)
The Board approved/ratified the retirement for the following as recommended by staff:
14B.4 Classroom Teachers

RECRUITMENT (Gonzales)
The Board approved to establish recruitment for the following as recommended by staff:
14B.5 Resource Teachers

APPROVE REVISED JOB DESCRIPTION (Gonzales)
The Board approved the revised job description for the following as recommended by staff:
14B.6 School Nurse

14C. CURRICULUM & INSTRUCTION

14C.1 ENGLISH LEARNER RECLASSIFICATION CRITERIA (González)
The Board approved the English Learner Reclassification Criteria to be in compliance with the guidelines from the State Board of Education the District reclassification includes students that take ELPAC and students with IEP's that also take the ELPAC or an alternative assessment, see the attached criteria for details.

14C.2 SPRING REVISIONS TO THE SCHOOL PLANS FOR STUDENT ACHIEVEMENT (SPSA) (González)
The Board approved the spring revisions for the 2020-2021 School Plans for Student Achievement (SPSA) for La Mirada, Smythe, Sunset, Willow, Ocean View Hills, Vista Del Mar Middle, and San Ysidro Middle Schools, to reconcile with the updated allocations of Title I funds.

14C.3 STUDENT PARTICIPATION IN THE COLLEGE FOR KIDS SUMMER PROGRAM FROM SOUTHWESTERN COLLEGE'S Y.E.S. ACADEMY (González/Madera)
The Board approved the participation of approximate 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 $16,120.00 from the Supplemental and Concentration fund.

14C.4 SCHOOL WIDE LICENSE RENEWAL/SUBSCRIPTION FOR THE EDPUZZLE PROGRAM AT SAN YSIDRO AND VISTA DEL MAR MIDDLE SCHOOLS (González/Rodriguez/Herrera-Cevallos)
The Board approved the school wide license renewal/subscription of the Edpuzzle Program for San Ysidro and Vista Del Mar Middle Schools at the total cost of $3,700.00 from the Title I Fund.

14C.5 RENEWAL OF THE DELTA MATH PLUS ONLINE MATH PRACTICE SUBSCRIPTION FOR SAN YSIDRO MIDDLE SCHOOL (González/Rodriguez)
The Board approved the renewal of the DeltaMath Plus program with a 2-year subscription for San Ysidro Middle School at the total cost of $1,300.00 from the Title I Fund.

14C.6 SUBSCRIPTION FOR THE SWORKIT STUDENT ENGAGEMENT PORTAL AS A PHYSICAL EDUCATION TOOL FOR VISTA DEL MAR MIDDLE SCHOOL (González/Herrera-Cevallos)
The Board approved the purchase of the subscription for the Sworkit Student Engagement Portal to be used as a Physical Education tool for Vista Del Mar Middle School at a cost not to exceed $1,290.00 from Title I fund.

14C.7 PURCHASE OF GIMKIT PRO SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL (González/Herrera-Cevallos)
The Board approved the purchase of the GimKit Pro 1-year subscription for Vista Del Mar Middle School at the total cost of $1,000.00 from the Title I Fund.

14C.8 PURCHASE OF THE JUNIOR SCHOLASTIC DIGITAL SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL (González/Herrera-Cevallos)
The Board approved the purchase of the Junior Scholastic 1-Year Digital subscription for Vista Del Mar Middle School at the total cost of $1,530.00 from the Title I Fund.

14C.9 PURCHASE OF 2021 LAS LINKS ONLINE SUB-TEST PACKAGE FROM DATA RECOGNITION CORPORATION (DRC) (González)
The Board approved the purchase of the 2021 LAS Links Online Sub-test package from Data Recognition Corporation at the total cost of $5,247.60 from the General fund.

14C.10 PROFESSIONAL DEVELOPMENTS - MAY (González)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period April 2, 2021 through May 2, 2021.

14D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of April 2, 2021 through April 29, 2021 for a total expenditure of $1,375,647.53.

14D.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $1,000.00 to help support and enrich our educational programs.

14D.4 AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION FOR 2021-2022 SCHOOL YEAR (González/Madera)
The Board approved the agreement with Orange County Superintendent of Schools for the 2021-2022 school year for School-Based Medi-Cal Administrative Activities (SMAA).

14D.5 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR ESSER AND GEER FUNDING AND SERVICES (Farkas/Aviles)
The Board approved/ratified the Memorandum of Understanding with Our Lady of Mount Carmel School for ESSER and GEER funds for any allowable expenditure incurred on or after March 13, 2020 due to the COVID-19 at the total cost of $4,482.00.

14D.6 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES (Farkas/Aviles)
The Board approved the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2020-2021 school year at a cost not to exceed $4,286.90.

14D.7 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MOUNT CARMEL SCHOOL FOR TITLE II FUNDING (Farkas/Aviles)
The Board approved/ratified the Memorandum of Understanding with Our Lady of Mount Carmel School for an Academic Enrichment Program Spending Plan for Title II, Part A funds and services for the 2020-2021 school year at a total of $14,854.15.

14D.8 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE III FUNDING AND SERVICES (Farkas/Aviles)
The Board approved/ratified the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2020-2021 school year at a cost not to exceed $12,048.40.

14D.9 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE IV FUNDING AND SERVICES (Farkas/Aviles)
The Board approved the Memorandum of Understanding with Our Lady of Mount Carmel School for the 2020-2021 Academic Enrichment Program Spending Plan for Title IV-A funds and services at a total cost of $3,718.00.

14D.10 AGREEMENT WITH GERBER LIFE INSURANCE COMPANY (Adrianzen)
The Board approved the agreement with Gerber Life Insurance Company, to offer optional student insurance for covered school-related activities during school year 2021-22 and to be in compliance with Board Policy 5143.

14D.11 ACCEPTANCE OF NO KID HUNGRY SCHOOL NUTRITION GRANT AWARD (Potter/Zarzosa)
The Board accepted the No Kid Hungry School Nutrition grant award in the amount of $15,000.00 for Child Nutrition Services to expand meal services and increase overall meal participation during the 2021-22 school year.

14D.12 AGREEMENT WITH DANNIS WOLIVER KELLEY FOR PROFESSIONAL SERVICES 2021-2022 (Adrianzen)
The Board approved the agreement with Dannis Woliver Kelley for Professional Services for the 2021-2022 fiscal year.

14D.13 AGREEMENT WITH STRADLING YOCCA CARLSON & RAUTH (Adrianzen)
The Board approved/ratified the Special Counsel Agreement with Stradling Yocca Carlson & Rauth for services related to the Certificates of Participation (School Facilities Project).

14D.14 SERVICE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR NEXT GENERATION SCIENCE STANDARDS PROFESSIONAL LEARNING (González)
The Board approved the Service Agreement with San Diego County Superintendent of Schools for professional learning sessions related to Next Generation Science Standards (NGSS) at the cost of $6,750.00 from the Title I fund.

14D.15 AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA SAN DIEGO (Adrianzen)
The Board approved/ratified Amendment No. 1 to the Memorandum of Understanding with Regents of the University of California San Diego to extend the term of the Safer at School Early Alert (SASEA) Pilot Program at Smythe and Sunset Elementary Schools at no cost to the District.

14D.16 AGREEMENT WITH SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM (Farkas)
The Board approved the agreement with San Diego State University Research Foundation for the National Center for Urban School Transformation (NCUST) Program to support instructional leadership for fiscal year 2021-22 at a cost of $21,622.00 from the Title II fund.

14D.17 AMENDMENT TO THE AGREEMENT WITH BRAIN LEARNING PSYCHOLOGICAL CORPORATION (González/Madera)
The Board approved the amended agreement with Brain Learning Psychological Corporation to provide independent educational evaluations to a student with special needs at a total amount up to $3,710.00 from the Special Education fund.

14D.18 AGREEMENT WITH VILLALVA TRAINING (Farkas/Azevedo)
The Board approved the agreement with Villalva Training /Frank Villalva Jr. to provide bus training and compliance services from May 14, 2021 to June 30, 2022. Services will be provided on an "as needed basis" at a cost not to exceed $10,000.00 from the General fund.

14D.19 MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE (González/Reed)
The Board approved the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2021-22 at no cost to the District.

14D.20 LICENSE AGREEMENT WITH ACHIEVE3000 FOR THE IMPLEMENTATION OF THE SMARTY ANTS PROGRAM (González)
The Board approved license agreement with Achieve3000 for the Smarty Ants program for our elementary schools at the cost of $19,500.00 to be paid from the ESSER II fund.

14D.21 LICENSE AGREEMENT RENEWAL WITH CLASSWORK, CO. FOR THE CLASSKICK WEB PROGRAM AT SAN YSIDRO MIDDLE SCHOOL (González/Rodríguez)
The Board approved the license agreement renewal with Classwork, Co. for the Classkick Web Program for San Ysidro Middle School at the total cost of $1,501.00 from the Title I Fund.

14D.22 AGREEMENT WITH PEAR DECK, INC. FOR SUBSCRIPTION ACCESS FOR SAN YSIDRO MIDDLE SCHOOL (González/Rodríguez)
The Board approved the agreement with Pear Deck, Inc. for the Full Premium Subscription Access at San Ysidro Middle School during the 2021-22 school year at the total cost of $2,107.00 from the Title I fund.

14D.23 LICENSE AGREEMENT WITH IXL LEARNING FOR SAN YSIDRO MIDDLE SCHOOL (González/Rodriguez)
The Board approved the license agreement with IXL Learning for the implementation of the IXL Math program and staff development at San Ysidro Middle School at a cost of $7,495.00 from the Title I Fund.

14D.24 TEACHERS PAY TEACHERS (TPT) SCHOOL ACCESS SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL (González/Cevallos)
The Board approved the purchase of the Teachers Pay Teachers 1-year subscription for Vista Del Mar Middle School at the total cost of $3,400.00 from the Title I Fund.

14D.25 AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR VISION & HEARING SCREENING SERVICES (González/Reed)
The Board approved the agreement with The Regents of the University of California for vision and hearing screening services during 2021-22 school year at a cost of $19.50 per student from the State Preschool budget.

14D.26 AGREEMENT WITH EMCOR SERVICES MESA ENERGY SYSTEMS, INC. (Farkas/Azevedo)
The Board approved/ratified the agreement with Emcor Services Mesa Energy Systems Inc. to provide the one-time preventive maintenance services at a cost up to $24,830.00 from the ESSER II fund.

14D.27 AGREEMENT WITH PARADIGM HEALTHCARE SERVICES FOR 2021-2022 SCHOOL YEAR (González/Madera)
The Board approved the agreement with Paradigm Healthcare Services to provide health billing services and consultation for school year 2021-2022.

14D.28 NATIONAL FOUNDATION FOR AUTISM (NFAR) TEACHER'S GRANT FUNDING AGREEMENT 2020-21 SCHOOL YEAR (González/Madera)
The Board approved the Grant Funding Agreement with National Foundation for Autism Research Teacher's and acceptance of Grant No. P-20T-329 in the amount of $500.00 for school year 2020-2021.

14D.29 LICENSE AGREEMENT WITH NEARPOD FOR THE IMPLEMENTATION AND TRAINING PACKAGE OF THE NEARPOD PROGRAM AT SAN YSIDRO MIDDLE SCHOOL (González/Rodríguez)
The Board approved the license agreement with Nearpod for the implementation and training package of the Nearpod program at San Ysidro Middle during the 2021-22 school year at the total cost of $6,150.00 from the Title I fund.

14D.30 AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY (Adrianzen/Farkas)
The Board approved the agreement with Gloria Gonzalez Photography to provide school portraits during the 2020-21 promotion ceremonies at an estimated cost of $6,000.00 from the General fund. Students will receive a free picture of them receiving their certificate during this special event.

14D.31 AMENDMENT NO. 2 TO THE AGREEMENT WITH KEENAN & ASSOCIATES FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES (Adrianzen)
The Board approved Amendment No. 2 to the agreement with Keenan & Associates to provide Property and Casualty Claims Administration Services. Compensation for services will be paid from the General fund.

14D.32 LICENSE AGREEMENT WITH ARDOR EDUCATION INC. FOR THE ARDOR MATH PROGRAM SUBSCRIPTION AT SAN YSIDRO MIDDLE SCHOOL (González/Rodríguez)
The Board approved the license agreement with Ardor Education Inc. for the implementation of the Ardor Math program subscription at San Ysidro Middle at the total cost of $1,349.95 from the Title I fund.

14D.33 CASBO ORGANIZATIONAL MEMBERSHIP FOR 2021-2022 (Adrianzen)
The Board approved the District's Organizational Membership to the California Association of School Business Officials (CASBO) for fiscal year 2021-22 at a cost of $3,500.00 from the General fund.

Board Clerk Pallasigue made a motion to recess to Closed Session, seconded by Board Member Irene Lopez. The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 8:00 p.m. in accordance with section 54954.5 regarding:

5.1 *Government Code Section 54957*
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Superintendent

5.2 GOVERNMENT CODE SECTION 54957.6 (J. Sanchez)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Board President, Antonio Martinez, Legal Counsel, Joseph Sanchez
Unrepresented Employee: Superintendent

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

5.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter) - ***Pulled***
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Noriega v. San Ysidro School District; Case Number: 37-2017-00045786-CU-PO-CTL

5.5 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: 1

5.6 GOVERNMENT CODE SECTION 54957 (Gonzales)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.7 GOVERNMENT CODE SECTION 54957.6 (Gonzales)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Linda Gonzales, Executive Director of Human Resources

Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 9:22 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 5.6 - The Board voted unanimously on a motion by Board Clerk Pallasigue, seconded by Board Member Gurmilan to reassign four certificated administrators to an alternate assignment and/or location for the 2021-22 school year.

Board Member Gurmilan made a motion to adjourn, seconded by Board Clerk Pallasigue. The vote was 4-0.

15. ADJOURNMENT Time: 9:22 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
TUESDAY, MAY 25, 2021
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Special Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Tuesday, May 25, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/AutgSjsGoXVfSBvj6 on or before Tuesday, May 25, 2021 at 3:00 p.m. 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). To listen to this meeting in Spanish, please call 1 (440) 673-3684 and enter the access code 837 617 104#.

MINUTES

1. CALL TO ORDER Who: President Martinez Time: 5:00 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to Governor Newsom's Executive Order N-29-20.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mr. Antonio Martinez, Board President
Mr. Rudy Lopez, Board Vice-President
Mrs. Rosaleah Pallasigue, Board Clerk - *Absent*
Mr. Humberto Gurmilan, Member
Mrs. Irene Lopez, Member - *Absent*

3. FLAG SALUTE by Antonio Martinez, Board President

4. AGENDA
The Board approved the agenda for the meeting.

Motion: R. Lopez Second: Martinez Vote: 3-0

All votes during this meeting were completed by roll call.

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
Persons who want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Tuesday, May 25, 2021 at 3:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/AutgSjsGoXVfSBvj6 on or before Tuesday, May 25, 2021 at 3:00 p.m. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board reviewed the following topics:

- Second Review: Draft Facilities Master Plan and First Draft: Implementation Plan - Presented by WLC Architects, Inc. President Jim DiCamillo
- Presentation regarding: 1) School Construction Procurement Methods; and 2) Overview of Project Labor Agreements by Best, Best & Krieger legal counsel, Tyree Dorward
- Presentation: Proposed Updated District Technology Plan (July 2021 - June 2024) by Director of Education Technology, Todd Lewis

Board Member Gurmilan made a motion to adjourn, seconded by Board Vice-President Rudy Lopez. The vote was 3-0.

7. ADJOURNMENT

Time: 6:43 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING FOR PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR THE 2021-22 FISCAL YEAR

BACKGROUND INFORMATION:
On June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give districts more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control Accountability Plan (LCAP).

In developing the LCAP, districts must solicit public input and consult with stakeholders. As part of the process, each district is required to hold a public hearing per Education Code Section 52062 to review the LCAP and solicit the recommendations and comments of the members of the public regarding the goals, the specific actions and services, and the proposed expenditures.

RECOMMENDATION:
Open/Close Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2021-2022 fiscal year.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ All students including English Learners will improve annually in all content areas.
Goal 2: Safety, Climate and Student Engagement ~ All students will be educated in positive academic environments that are welcoming, safe, and drug-free.
Goal 3: Parent Engagement ~ Parent participation in the educational process will increase annually.

☐ **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

GOVERNING BOARD
Antonio Martinez, President
Rudy Lopez, Vice-President
Rosaleah Pallasigue, Clerk
Humberto Gurmilan, Member,
Irene Lopez, Member

PLEASE POST

May 26, 2021

NOTICE OF PUBLIC HEARING

2021-2022 Proposed Local Control Accountability Plan (LCAP)

NOTICE IS HEREBY GIVEN that the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, at a regular meeting to be held on June 10, 2021, will conduct a public hearing regarding the 2021-22 Proposed Local Control Accountability Plan (LCAP).

Each year the District is required to approve an LCAP for the next fiscal year. The LCAP must be reviewed during a public hearing and board must consider any written comments received prior to the public hearing. The Proposed LCAP for fiscal year 2021-22 is presented to the Governing Board for consideration and approval. The LCAP includes the goals of the district, the actions and services to attain those goals, and budget and funding assumptions over a three-year period.

All individuals wishing to submit written comments to the District regarding the 2021-22 Proposed LCAP may do so on or before June 10, 2021. All written comments or questions should be addressed to the attention of Ms. Cynthia Gonzalez, Executive Director of Educational Services, San Ysidro School District, 4350 Otay Mesa Road, San Ysidro CA 92173 or call (619)428-4476.
All Public comments should be submitted via email by 3:00 p.m. on or before Thursday, June 10, 2021 at publiccomment@sysdschools.org

Said hearing will take place on:

DATE: June 10, 2021

TIME: 6:00 p.m.

VIA: Zoom Teleconference
https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos

4350 Otay Mesa Road San Ysidro, CA 92173
(619) 428-4476 Ext. 3070 • Fax (619) 690-4409 cynthia.gonzalez@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

GOVERNING BOARD

Antonio Martinez, President
Rudy Lopez, Vice-President
Rosaleah Pallasigue, Clerk
Humberto Gurmilan, Member,
Irene Lopez, Member

FAVOR DE PUBLICAR

26 de mayo, 2021

AVISO DE AUDIENCIA PÚBLICA

Plan Local de Rendición de Cuentas (LCAP) Propuesto para el 2021-2022

SE DA AVISO de que la MESA DIRECTIVA DEL DISTRITO ESCOLAR DE SAN YSIDRO, en una junta regular agendada para el 10 de junio del 2021, llevará a cabo una audiencia pública sobre el Plan Local de Rendición de Cuentas (LCAP) propuesto para el 2021-22.

Cada año, el distrito esta requerido para aprobar un LCAP para el próximo año fiscal. El LCAP debe revisarse durante una audiencia pública y la Mesa Directiva debe considerar todos los comentarios escritos recibidos antes de la audiencia pública. El LCAP propuesto para el año fiscal 2021-22 se presenta a la mesa directiva para su revisión y aprobación. El LCAP incluye las metas del distrito, las acciones y los servicios para alcanzar esas metas y el presupuesto y financiamiento esperado durante un período de tres años.

Todas las personas que deseen presentar observaciones por escrito al distrito en relación con el LCAP propuesto para el año escolar 2021-22 pueden hacerlo el o antes del 10 de junio del 2021. Todos los comentarios escritos o preguntas deben ser dirigidos a la atención de la Sra. Cynthia Gonzalez, Directora Ejecutiva, Distrito Escolar de San Ysidro, 4350 Otay Mesa Road, San Ysidro, CA 92173 o llame al (619) 428-4476.
Las personas que deseen hacer comentarios públicos los pueden hacer por correo electrónico antes de las 3:00 p.m. el o antes del jueves 10 de junio del 2021, al publiccomments@sysdschools.org

Dicha sesión tendrá lugar en:

FECHA: 10 de junio del 2021

HORA: 6:00 p.m.

VIA: Teleconferencia Zoom
https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
David Farkas, Ed.D.,
Assistant Superintendent of
Educational Leadership,
Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: OPEN/CLOSE PUBLIC HEARING FOR VERIFICATION OF CLOSURE OF EARLY CHILDHOOD PROGRAMS ON A LOCAL EDUCATION AGENCY CAMPUS

BACKGROUND INFORMATION:
For Fiscal Year (FY) 2020-21, in accordance with Senate Bill (SB) 98 (Chapter 24, Statues of 2020) and SB 820 (Chapter 110, Statutes of 2020) State Preschool Programs on a Local Education Agency (LEA) campus, who do not physically open by September 8, 2020 must conduct a public hearing to provide discussion regarding a plan for safely reopening of the preschool program.

The State Preschool Program will be reimbursed for FY 2020-21 based on the lesser of net reimbursable program costs or the contract MRA if the following requirements and submitted to the assigned CDE, ELCD regional consultant:

- "Verification of Closures" template that includes statement of public hearing and signature of the governing authority of the LEA
- A Reopening Plan
- A Distance Learning Plan for distance learning services for children and families not receiving in-person services

RECOMMENDATION:
Open/Close Public Hearing for Verification of Closure of Early Learning Programs on a Local Education Agency Campus.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

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

GOVERNING BOARD
Antonio Martinez, President
Rudy Lopez, Vice-President
Rosaleah Pallasigue, Clerk
Humberto Gurmilan, Member,
Irene Lopez, Member

Quality education and opportunity for all students to succeed

PLEASE POST

June 4, 2021

NOTICE OF PUBLIC HEARING

VERIFICATION OF CLOSURE OF EARLY CHILDHOOD PROGRAMS ON A LOCAL EDUCATION AGENCY CAMPUS

NOTICE IS HEREBY GIVEN that the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, at a regular meeting to be held on June 10, 2021, will conduct a public hearing regarding the Verification of Closure of Early Childhood Programs on a Local Education Agency Campus.

In accordance with Senate Bill (SB) 98 (Chapter 24, Statues of 2020) and SB 820 (Chapter 110, Statutes of 2020) State Preschool Programs on school campus who do not physically open by September 8, 2020 must conduct a public hearing to provide discussion regarding a plan for safety reopening for the preschool program.

The State Preschool Program will be reimbursed for FY 2020-21 based on the lesser of net reimbursable program costs or the contract MRA if the following requirements are met and submitted to the assigned CDE, ELCD regional consultant:

- "Verification of Closures" template that includes statement of public hearing and signature of the governing authority of the LEA
- A Reopening Plan
- A Distance Learning Plan for distance learning services for children and families not receiving in-person services

All individuals wishing to submit written comments to the District regarding Verification of Closure of Early Childhood Programs on a Local Education Agency Campus may do so on or before June 10, 2021. All written comments or questions should be addressed to the attention of Dr. David Farkas, Executive Assistant Superintendent of Educational Leadership, Pupil Services and Safety, San Ysidro School District, 4350 Otay Mesa Road, San Ysidro CA 92173 or call (619)428-4476. All Public comments should be submitted via email by 3:00 p.m. on or before Thursday, June 10, 2021 at publiccomment@sysdschools.org

Said hearing will take place on:

DATE: June 10, 2021

TIME: 6:00 p.m.

VIA: Zoom Teleconference
https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3027 • Fax (619) 428-1505 • David.farkas@sysdschools.org

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GOVERNING BOARD

Antonio Martinez, President
Rudy Lopez, Vice-President
Rosaleah Pallasigue, Clerk
Humberto Gurmilan, Member,
Irene Lopez, Member

FAVOR DE PUBLICAR

4 de junio, 2021

AVISO DE AUDIENCIA PÚBLICA

Verificación del Cierre de Programas de Educación Infantil en un Campus de la Agencia Local de Educación

SE DA AVISO de que la MESA DIRECTIVA DEL DISTRITO ESCOLAR DE SAN YSIDRO, en una junta regular agendada para el 10 de junio del 2021, llevará a cabo una audiencia pública sobre la verificación del cierre de programas de educación infantil en un campus de la Agencia Local de Educación.

De acuerdo con el Proyecto de Ley del Senado (SB) 98 (Capítulo 24, Estatutos de 2020) y SB 820 (Capítulo 110, Estatutos de 2020) Los programas preescolares estatales en el campus escolar que no abren físicamente antes del 8 de septiembre de 2020 deben realizar una audiencia pública para proporcionar una discusión sobre un plan para la reapertura de seguridad para el programa preescolar.

El Programa Preescolar del Estado se reembolsará para el año fiscal 2020-21 según el menor de los costos netos reembolsables del programa o el contrato MRA si se cumplen los siguientes requisitos y se envían al consultor regional de CDE asignado a ELCD:

- Plantilla de "Verificación de cierres" que incluye declaración de audiencia pública y firma de la autoridad gobernante de la LEA
- Un plan de reapertura
- Un plan de aprendizaje a distancia para servicios de aprendizaje a distancia para niños y familias que no reciben servicios en persona

Todas las personas que deseen presentar observaciones por escrito al distrito en relación con verificación del cierre de programas de educación infantil en un campus de la Agencia Local de Educación pueden hacerlo el o antes del 10 de junio del 2021. Todos los comentarios escritos o preguntas deben ser dirigidos a la atención de el Dr. David Farkas, Asistente Superintendente de Liderazgo Educativo, Servicios Estudiantiles, Distrito Escolar de San Ysidro, 4350 Otay Mesa Road, San Ysidro, CA 92173 o llame al (619) 428-4476.
Las personas que deseen hacer comentarios públicos los pueden hacer por correo electrónico antes de las 3:00 p.m. el o antes del jueves 10 de junio del 2021, al publiccomments@sysdschools.org

Dicha sesión tendrá lugar en:

FECHA: 10 de junio del 2021

HORA: 6:00 p.m.

13.4 - 13.5
Page 3 of 3

VIA: Teleconferencia Zoom
https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos

4350 Otay Mesa Road San Ysidro, CA 92173

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
David Farkas, Ed.D.,
Assistant Superintendent of
Educational Leadership,
Pupil Services and Safety

☐ Informational
☒ Action

AGENDA ITEM: VERIFICATION OF CLOSURE OF EARLY CHILDHOOD PROGRAMS ON A LOCAL EDUCATION AGENCY CAMPUS

BACKGROUND INFORMATION:
In accordance with Senate Bill (SB) 98 (Chapter 24, Statues of 2020) and SB 820 (Chapter 110, Statutes of 2020) State Preschool Programs on school campus who do not physically open by September 8, 2020 must conduct a public hearing to provide discussion regarding a plan for safety reopening for the preschool program.

The State Preschool Program will be reimbursed for FY 2020-21 based on the lesser of net reimbursable program costs or the contract MRA if the following requirements are met and submitted to the assigned CDE, ELCD regional consultant:

- "Verification of Closures" template that includes statement of public hearing and signature of the governing authority of the LEA
- A Reopening Plan
- A Distance Learning Plan for distance learning services for children and families not receiving in-person services

RECOMMENDATION:
Approve Verification of Closure of Early Childhood Programs on a Local Education Agency Campus.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

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

California Department of Education
September 2020

Verification of Closure of Early Learning and Childcare Programs on a Local Education Agency Campus

Contractor Name: San Ysidro Elementary School District

Vendor Number: 6837

County: 37 San Diego

Contract Type(s): CSPP

Facility Address(es): 4350 Otay Mesa Rd., San Ysidro, CA 92173

Name of Local Education Agency: San Ysidro Elementary School District

The above early learning and care (ELC) program(s) are located on a Local Education Agency (LEA) campus that is closed for in-person instruction due to a local or state public health order or guidance, and the ELC program has been required to close by the LEA governing authority.

In accordance with SB 820, the governing authority of the LEA will discuss in a public hearing the LEA or community-based organization ELC program closure, and will prepare a plan for safely reopening the ELC program no later than when the LEA campus reopens for in-person instruction.

Name and Title of LEA Authority Requiring Closure:

Signature of LEA Governing Authority: Date:

Signature of Contractor's Authorized Representative: Date:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: COMPENSATION AGREEMENT FOR PROPERTY RETAINED BY THE CITY OF SAN DIEGO FOR FUTURE DEVELOPMENT – VALENCIA BUSINESS PARK

BACKGROUND INFORMATION:
Pursuant to redevelopment dissolution law, a jurisdiction may retain for redevelopment purposes real property that is included in an approved Long Range Property Management Plan within the Future Development category. In doing so, the jurisdiction must enter into a Compensation Agreement with the Affected Taxing Entities. The City of San Diego retained the Valencia Business Park site and is in the process of obtaining approvals for the "Valencia Business Park" Compensation Agreement (APN# 548-060-21-00, 548-060-22-00, 548-060-23-00, 548-060-25-00 and 548-060-26-00), located at 5515-5565 Stevens Way, San Diego, California.

The City of San Diego issued a Request for Proposals to solicit a developer for the site. Through this process it selected San Diego Energy Equity Campus Partners and has entered into an Exclusive Negotiation Agreement (ENA) with the recommended developer. The developer intends to develop a 65,000 sf office/industrial flex space project with a focus on Inclusive economic/green sustainable uses. As reflected in the proposed Compensation Agreement, the anticipated purchase price is $1,243,123. Ultimately, the net proceeds from the sale will be distributed to the Affected Taxing Entities in accordance with their respective share of property tax dollars.

The City anticipates approving a Disposition and Development Agreement with the Developer shortly and expects that the transaction would close later this year. Link to the City Council Agenda for November 10, 2020 which is when the ENA was approved – see Item 331.
https://onbase.sandiego.gov/OnBaseAgendaOnline/Meetings/ViewMeeting?id=4084&doctype=1#

This agreement was reviewed by Best Best & Krieger (Legal Counsel) and approved to move forward.

RECOMMENDATION:
Approve the Compensation Agreement for property retained by the City of San Diego for future development. The San Ysidro School District has been identified as an Affected Taxing Entity (ATE) for the site known as the Valencia Business Park in San Diego California.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget?
☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

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

COMPENSATION AGREEMENT FOR
PROPERTY RETAINED BY THE CITY OF SAN DIEGO
FOR FUTURE DEVELOPMENT
(Valencia Business Park, San Diego, CA)

This Compensation Agreement for Property Retained by the City of San Diego for Future Development, involving the property commonly referred to as Valencia Business Park (Assessor Parcel Numbers 548-060-21-00, 548-060-22-00, 548-060-23-00, 548-060-24-00, 548-060-25-00, 548-060-26-00, 00), located at 5515-5565 Stevens Way, San Diego, California ("Agreement"), is entered into by and among the City of San Diego, County of San Diego, Lemon Grove School District, San Ysidro School District, Grossmont Union High School District, Sweetwater Union High School District, San Diego Unified School District, Grossmont-Cuyamaca Community College District, San Diego Community College District, Southwestern Community College District, San Diego County Office of Education, Grossmont Healthcare District, and San Diego County Water Authority (collectively, "Taxing Entities" or "Parties"). This Agreement shall take effect after all Parties have signed this Agreement. The effective date of this Agreement is _____ __, 2021, which is the date on which the last Party has signed this Agreement ("Effective Date").

RECITALS

The Parties enter into this Agreement with reference to the following circumstances:

A. Pursuant to Assembly Bill x1 26 enacted June 28, 2011, and subsequent legislation (collectively, the "Dissolution Laws"), the Redevelopment Agency of the City of San Diego ("Former RDA") dissolved as of February 1, 2012, and the City of San Diego, solely in its capacity as the designated successor agency to the Former RDA ("Successor Agency"), became responsible for fulfilling the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA.

B. On December 2, 2013, the Successor Agency received the finding of completion from the California Department of Finance ("DOF"), confirming that the Successor Agency had completed three payments of unencumbered funds to the San Diego County Auditor and Controller ("County Auditor") for pro rata distribution to the local taxing entities in accordance with the Dissolution Laws. Under California Health and Safety Code ("Code") section 34191.1, the DOF's issuance of the finding of completion entitled the Successor Agency to, among other things, prepare and submit the Long-Range Property Management Plan ("PMP") for the orderly disposition of the Former RDA's non-housing assets.

C. The Oversight Board for the Successor Agency ("Oversight Board") approved the Successor Agency's original PMP in April 2014. The Successor Agency submitted the original PMP to the DOF for approval. The DOF did not approve the PMP, but instead provided the Successor Agency with various comments and proposed revisions to the PMP. The Successor Agency then prepared the Amended and Restated PMP ("ARPMP"), incorporating the DOF's comments and proposed revisions. On September 21, 2015, the Oversight Board adopted Resolution No. OB-2015-14, approving the ARPMP. On October 15, 2015, the DOF issued a

letter unconditionally approving the ARPMP. A copy of the approved ARPMP has been provided to each Party.

D. Consistent with Code section 34191.5(c)(2), the ARPMP requires the Successor Agency to dispose of the Former RDA's properties through four categories: (1) transfer to the City for governmental use; (2) liquidation or sale to a third party; (3) transfer to the City for future development in accordance with historical redevelopment objectives; and (4) fulfillment of an enforceable obligation.

E. This Agreement pertains to that certain real property, commonly referred to as Valencia Business Park, located at 5515-5565 Stevens Way, San Diego, California 92114 (Assessor Parcel Numbers 548-060-21-00, 548-060-22-00, 548-060-23-00, 548-060-24-00, 548-060-25-00, 548-060-26-00) ("Property"). The ARPMP identifies the Property as Item FD-21 – Valencia Business Park, in the future development disposition category.

F. Under Code section 34180(f), in exchange for the City retaining the Property for future development, the Parties must enter into a compensation agreement under which the City compensates the other local taxing entities in accordance with their proportional shares of base property tax revenues, as determined pursuant to Code section 34188, for the value of the Property. Under Code section 34180(f), if no agreement is reached on valuation of the Property, the value will be the fair market value as of the 2011 property tax lien date as determined by an independent appraiser approved by the Oversight Board. This Agreement will constitute the compensation agreement referenced in the ARPMP and the Dissolution Laws.

G. On February 19, 2016, the Successor Agency conveyed the Property to the City. A qualified appraiser approved by the Oversight Board has completed an appraisal and determined that the fair market value of the Property as of the 2011 property tax lien date was $925,000.

H. In accordance with the ARPMP and the Dissolution Laws, the City issued a competitive Request for Proposals (RFP) seeking a Buyer/Developer to acquire and develop the site in accordance with historical redevelopment objectives, meeting site-specific development requirements, and an expeditious development schedule, and maximizing the net proceeds from the sale of the Property for the benefit of the Taxing Entities. Pursuant to the RFP, the City selected and entered into an Exclusive Negotiation Agreement with the recommended Buyer/Developer. The City and Buyer/Developer are currently negotiating a Disposition and Development Agreement (DDA) that will include the detailed terms of the transaction.

NOW, THEREFORE, to comply with the applicable provision of the Dissolution Laws, the Parties agree as follows:

Section 1. <u>Compensation Amount</u>.

The Parties agree that the fair market value of the Property as of the 2011 lien date is $925,000 ("2011 Property Value"), which has been determined by an independent appraiser approved by the Oversight Board, and which, if no other agreement is reached on valuation of the Property represents the fair market value of the property pursuant to Code section 34180(f).

The City, through its RFP, received an offer in the amount of $1,243,123 from the recommended Buyer/Developer. At this time, the City anticipates that this will be the final purchase price for the Property subject to on-site due diligence, final negotiations, DDA approval, and closing of the Property transfer.

The Parties agree that the City has incurred, or will reasonably incur, expenses related to the valuation and disposition of the Property, (collectively, the "Qualified Property Expenses"). The Parties further agree that the City shall be reimbursed through escrow for its actual Qualified Property Expenses provided that such reimbursement does not reduce the net proceeds of the transaction below the 2011 Property Value.

The Qualified Property Expenses agreed to by the parties are detailed in the table below:

Appraisal	$8,000
Escrow/Title	Not to Exceed $ 5,000
Total	Not to Exceed $13,000

The Qualified Property Expenses shall consist of actual costs as evidenced by supporting documentation such as paid invoices or other suitable verification.

Therefore, the Parties agree that the total compensation amount payable by the City to the Taxing Entities for the Property ("Compensation Amount") will be an amount equal to the amount paid to the City by the Buyer/Developer which is estimated to be $1,243,123, subject to final negotiations and closing, less Qualified Property Expenses, which in no event shall be less than the 2011 appraised fair market value of $925,000. In the event the amount of the 2011 appraised fair market value of $925,000 is used, no Qualified Property Expenses will be deducted.

Estimated Compensation Amount

Purchase Price	$1,243,123
Qualified Property Expenses	$13,000
Total	**$1,230,123**

Section 2. <u>Allocation of Proportional Shares</u>.

The City will distribute, within 30 days after the close of escrow on the City's disposition

of the Property to a developer for future development in accordance with a Disposition Agreement ("Close of Escrow"), the Compensation Amount to the Taxing Entities in proportion to each Taxing Entity's share of the base property tax as determined pursuant to Code section 34188 and by the County Auditor as set forth below:

IMPACTED TAXING ENTITIES	FUND IMPACT RATIOS
COUNTY OF SAN DIEGO	0.15686432
LEMON GROVE SCHOOL DISTRICT	0.00089872
SAN YSIDRO SCHOOL DISTRICT	0.00739638
GROSSMONT UNION HIGH SCHOOL DISTRICT	0.00089726
SWEETWATER UNION HIGH SCHOOL DISTRICT	0.00377722
SAN DIEGO UNIFIED SCHOOL DISTRICT	0.43549226
GROSSMONT-CUYAMACA COMMUNITY COLLEGE	0.00034000
SAN DIEGO COMMUNITY COLLEGE	0.06299868
SOUTHWESTERN COMMUNITY COLLEGE	0.00101776
SAN DIEGO COUNTY OFFICE OF EDUCATION	0.01595018
EDUCATIONAL REVENUE AUGMENTATION FUND	0.14184414
CITY OF SAN DIEGO	0.17099803
GROSSMONT HEALTHCARE DISTRICT	0.00007813
SAN DIEGO COUNTY WATER AUTHORITY	0.00144694
TOTAL	**1.00000000**

Section 3. Condition Precedent.

Any duty imposed on the City by this Agreement is based upon the City's receipt of funds equal to or greater than the 2011 Property Value at the Close of Escrow or upon the City's transfer of ownership or a possessory interest in the Property for future development, whichever occurs first. The City makes no representations or warranties as to when, if ever, the City will transfer an interest of the Property for future development.

Section 4. Effective Date and Term.

The term of this Agreement shall commence on the Effective Date and shall remain in effect until the date on which the earliest of the following three events has occurred: (a) the City has distributed all amounts owed to the Taxing Entities under Section 2 above; (b) the City has delivered written notice to the other Parties that the Disposition Agreement has been terminated; or (c) any Party has delivered a written notice of "Early Termination" to the other Parties as described immediately below. Notwithstanding any other provision of this Agreement or the ARPMP, any Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the requirement or need for this Agreement (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with this

Agreement. Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement. An Early Termination shall not be permissible if the Close of Escrow has already occurred. Notwithstanding any other provision contained in this Agreement, once the City makes a payment to a Taxing Entity corresponding to the Compensation Amount, the payment is irrevocable.

Section 5. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this paragraph.

(b) No Third Party Beneficiaries. No person or entity, other than the Parties and their permitted successors and assigns, is an intended third party beneficiary under this Agreement or shall have any right of action under this Agreement.

(c) Attorneys' Fees. If any Party brings an action to interpret or enforce its rights under this Agreement, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(d) Common Defense. In the event litigation is initiated to attack the validity of this Agreement, each Party shall in good faith defend and seek to uphold this Agreement, if each Party determines in good faith that defending this Agreement is feasible and economically advantageous.

(e) State Law; Venue. Except as otherwise provided by law, this Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Diego County, California.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile or electronic mail and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right

or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Schedules and Exhibits. The schedules and exhibits attached to this Agreement are incorporated fully by reference into this Agreement.

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action or approval by the City is required under this Agreement, the Mayor or designee may act on or approve such matter unless specifically provided otherwise, or unless the Mayor or designee determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

(n) Educational Revenue Augmentation Fund (ERAF). The ERAF may be entitled to a distribution of monies pursuant to Section 2 above and Code section 34188. There is no need for a separate entity to sign this Agreement on behalf of the ERAF because the ultimate beneficiaries of any distribution of monies to the ERAF are Taxing Entities that are signatories to this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF SAN DIEGO

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

COUNTY OF SAN DIEGO

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO COMMUNITY
COLLEGE DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO UNIFIED
SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN DIEGO COUNTY
OFFICE OF EDUCATION

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

[signatures continued on next page]

SAN DIEGO COUNTY
WATER AUTHORITY

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

LEMON GROVE
SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SAN YSIDRO
SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

GROSSMONT UNION
HIGH SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SWEETWATER UNION
HIGH SCHOOL DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

[signatures continued on next page]

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

GROSSMONT HEALTHCARE
DISTRICT

By: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Print: _____
Title: _____
Date: _____

EXHIBIT A

CONTACT INFORMATION

CITY OF SAN DIEGO
202 C Street, MS 9A
San Diego, CA 92101
Attn: Deputy Chief Operating Officer, Smart and Sustainable Communities

COUNTY OF SAN DIEGO
1600 Pacific Highway, Room 209
San Diego, CA 92101
Attn: Chief Administrative Officer

SAN DIEGO COMMUNITY COLLEGE DISTRICT
3375 Camino Del Rio South
San Diego, CA 92108
Attn:_____

SAN DIEGO UNIFIED SCHOOL DISTRICT
4100 Normal Street
San Diego, CA 92103
Attn:_____

SAN DIEGO COUNTY OFFICE OF EDUCATION
6401 Linda Vista Road
San Diego, CA 92111
Attn:_____

SAN DIEGO COUNTY WATER AUTHORITY
4677 Overland Avenue
San Diego, CA 92123
Attn:_____

LEMON GROVE SCHOOL DISTRICT
8025 Lincoln Street
Lemon Grove, CA 91945-2515
Attn: Deputy Superintendent, Business Services

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, CA 92173-1685
Attn: Assistant Superintendent, Business Services

GROSSMONT UNION HIGH SCHOOL DISTRICT
P.O. Box 1043
La Mesa, CA 91944-1043
Attn: Deputy Superintendent, Business Services

SWEETWATER UNION HIGH SCHOOL DISTRICT
1130 Fifth Avenue
Chula Vista, CA 91911-2896
Attn: Chief Financial Officer

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
8800 Grossmont College Drive
El Cajon, CA 92020
Attn: District Business Services

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
900 Otay Lakes Road
Chula Vista, CA 91910-7297
Attn: Business & Financial Affairs

GROSSMONT HEALTHCARE DISTRICT
9001 Wakarusa Street
La Mesa, CA 91942
Attn: Chief Financial Officer

The City of San Diego

Staff Report

DATE ISSUED:	October 19, 2020	
TO:	City Council	
FROM:	Economic Development	
SUBJECT:	Exclusive Negotiation Agreement with the SDEEC LLC San Diego Energy Equity Campus for the Valencia Business Park (5515-5565 Stevens Way)	
Primary Contact:	Christina Bibler	Phone: (619) 236-6421
Secondary Contact:	Monica Hardman	Phone: (619) 533-6544
Council District:	4	

OVERVIEW:

The proposed Exclusive Negotiation Agreement (ENA) between the City and SDEEC LLC dba San Diego Energy Equity Campus a Nevada Limited Liability company ("Developer") will provide for negotiations for the disposition, acquisition and development of the City-owned Valencia Business Park site ("Property") located at 5515-5565 Stevens Way in the Valencia Park Neighborhood of the Encanto Neighborhoods Community Planning Area consisting of approximately 4.33 acres. (Attachment A – Site Map).

Pursuant to the State of California's dissolution of redevelopment, the property is being disposed of in accordance with the Successor Agency to the former RDA's ("Successor Agency") approved Amended and Restated Long-Range Property Management Plan (LRPMP) and the redevelopment dissolution laws and categorized as a future development site in the LRPMP. Additionally, the disposition of the property will be subject to a future Compensation Agreement with the affected taxing entities.

On July 20, 2020, the City distributed a Request for Proposals (RFP) that included the City's goals to maximize the financial and other returns to the City through a sale and expeditious development that provides local employment opportunities, by a qualified and experienced development team.

The City's evaluation panel, consisting of City staff and community members, reviewed two responsive developer submittals received by the September 18, 2020 due date. Questions were issued, and interviews were held with the two development teams. The City also held a virtual open house to receive development priorities for the site and feedback on the two proposals to inform the evaluation panel.

The solicitation process concluded with the Developer selected by a consensus of the evaluation panel as the most highly qualified developer submitting a proposal that meets or

exceeds the goals and objectives of the RFP, provides the best value to the City, and recommended Council approval of negotiations for development and fee simple purchase of the Property.

The Developer's team, including Demetre Booker Jr and CJ Stos, has local and state-wide qualifications and experience in development and property management similar to the project proposed. Local architect Pacific Cornerstone Architects will provide project architecture, design and urban planning for the team. The proposed development is composed of 40,000 gross square feet of flexible light industrial and 25,000 gross square feet of office space that includes 8,000 square feet of training and educational space and seeks to establish a sustainable, equitable, community-inclusive development focused on connecting community to energy services and products that are at the leading edge of market transformation and create hundreds of jobs.

PROPOSED ACTIONS:

1. Authorize the execution of an Exclusive Negotiating Agreement (ENA) with SDEEC LLC dba San Diego Energy Equity Campus partners to negotiate a Disposition and Development Agreement for the fee purchase and development of the City-owned Property for an office and flex industrial project.

2. Authorize and request that the Mayor, or his designee, execute the ENA, administers the City's obligations, responsibilities, and duties to be performed thereunder, and signs all documents necessary and appropriate to carry out and implement the ENA.

3. The Chief Financial Officer, as delegated, is authorized to accept to the Successor Agency Property Management Fund (200723) the Non-Refundable Developer's Negotiation Payment in the amount of $50,000, and the Developer's Good Faith deposit in the amount of $50,000, and to appropriate, encumber and expend such funds as contemplated under the ENA.

DISCUSSION OF ITEM:

The Property is located north of the Encanto Branch of Las Chollas Creek, south of the Orange trolley line, east of the Earl B. Gilliam U.S. Post Office, and west of Merlin Drive and within one-half mile of both the Euclid Avenue Trolley Station and the Encanto 62nd Street Trolley Station. Surrounding development includes multi-family and single-family housing, industrial, and institutional uses. The Property's Business Park land use designation and IL-3-1 zoning, allows light industrial, commercial, and employment uses. A portion of the La Nación earthquake fault traverses one unbuildable lot. The open space easement along the southern boundary abutting Chollas Creek requires future owners to maintain the public trail, fencing and landscaping.

In 1996, the Former Redevelopment Agency (RDA), acquired the approximately 14-acre vacant Potter Tract located at Imperial Avenue and Valencia Parkway utilizing tax increment funds. Subsequently the Property was prepared for development, utilizing HUD Section 108 funds that obligated the RDA to produce a minimum of 72 permanent full-time jobs for the community, and that at least 51% of these new jobs be available to low- and moderate-income persons. After completion of the Potter Tract site improvements and the subdivision into nine lots, two lots included restoration of Las Chollas Creek and were set aside as open space, and Lot 1 was developed into the current Earl B. Gilliam Post Office, which opened in 2005. Since 2005, several developments were proposed for the remaining Lots 2-7, however, none of those proposals or developments materialized, for a variety of reasons, including economic market conditions, and redevelopment dissolution.

The Site is subject to the City's approved LRPMP that guides the disposition of City real property non-housing assets, pursuant to redevelopment dissolution laws. The LRPMP categorizes the Property for future development with industrial office and commercial uses, or both, creating local job opportunities, consistent with the Property's zoning requirements and the Encanto Neighborhoods Community Plan.

In exchange for the City retaining the Site for future development, the City and other local affected taxing entities (ATEs) must enter into a compensation agreement under which the City compensates the ATEs in accordance with their proportional share of base property tax revenues as determined pursuant to California Health and Safety Code section 34188 for the value of the Site. The City has initiated discussions with the ATEs and the ENA negotiations for disposition of the site will be subject to the future approval of a Compensation Agreement with the ATE's.

In December 2019, the City agreed to repay HUD $2.8M in Section 108 funds, removing the federal job creation obligation constraint, and providing the City with local control over job creation at the site, and more flexibility in development of the Property through a RFP solicitation process.

On July 20, 2020, the City distributed a RFP for the Property on the City PlanetBids portal, and by email to several community-wide email distribution lists. The RFP intended to identify a highly qualified development team with the vision, resources and expertise to expeditiously develop the Property and meet the City's RFP goals and objectives. The RFP goals included maximizing the financial return to the City through the fee simple purchase of the Property, subject to a future negotiated compensation agreement with the ATEs. The RFP objectives included development that would comply with planning, zoning and living wage requirements, as well as prevailing wage construction employment. Additionally, the submittal must demonstrate the intention to include opportunities for local businesses and local employment, and create at least 72 new permanent full time equivalents jobs with 51% held by or available to low- to moderate income (LMI) City residents.

On September 18, 2020, two responsive submittals were received by the response deadline, from the PMB San Diego American Indian Health Center, and the San Diego Energy Equity Campus. A third submittal was received after the noticed deadline, submitted incomplete, and was deemed non-responsive.

From October 5 through 14, 2020, the City provided a virtual open house to allow the public to provide its priorities for development of the Property, and to review and provide priorities on the two development proposals. At the request of participants, the open house was updated to provide the survey questions also in Spanish. The Open House received 228 completed questionnaires. Responses in order of priority included development features that address climate change, sustainable industries, and engineering, medical and technical professional office.

During September and October, the evaluation panel met virtually several times to review the proposals, create questions for the development teams, and interview the development teams. The panel's review of the proposals was facilitated by the technical expertise of Keyser Marston and Associates, Inc., (KMA) providing analysis of the proposals' economic impacts, project and financing feasibility, and evaluation of the development team's financing capability and capacity.

The evaluation panel based its review on the RFP responses, the interviews, clarifications, KMA's analysis, and virtual open house results, considering the goals, requirements, and evaluation criteria contained in the RFP. Evaluation criteria included evaluation of the project approach and concept, amenities, development team experience and financial capabilities and offer, feasibility of the concepts and financing, economic benefits and jobs provided, as well as the community outreach plan and benefits.

Recommendation
The evaluation panel's unanimous consensus opinion taking all factors into consideration, was a recommendation that the City enter into negotiations for disposition and development of the Property with the Developer, who submitted the proposal that best met the goals and objectives of the RFP, and provides the best financial and other returns to the City.

Description of Project

The Developer's team possesses the expertise and financial capacity for development and use of the Property as submitted in its proposal, and provision of local employment opportunities and includes the co-managing partners Demetre Booker Jr., Principal Partner of Elevate Commercial and CJ Stos, Principal Partner of Stos Partners, both with diverse development experience in California. Charles Davis is providing construction management, building on his experience developing for the Jacobs Center mixed commercial office development, and Price Charities' Urban Village in City Heights. Providing community benefits and outreach is Eddie Price, President and CEO of the San Diego Urban Sustainability Coalition and Community Development Officer for GRID Alternates. Matt Hillerud will provide property management using his experience as managing partner of multiple commercial real estate firms. Douglas Kot's over 20 years' experience in sustainable development will provide energy and sustainability services for the team. (Attachment B).

Negotiations for the prompt disposition and development of the Property will be based on the Developer's submittal in response to the City's RFP. The Developer proposes to develop an energy-efficient, three-story, 25,000 square foot office building, a one-story 40,000 square foot industrial building, along with active public spaces, a nature trail, outdoor educational and meeting space, solar trellis over parking, and bio-retention and landscaping provide publicly accessible green belt connectivity throughout the site.

Multiple letters of intent to occupy the buildings were provided by several sustainability focused tenants including GRID Alternatives CalPine Energy Solutions and Cleantech San Diego. Proposed uses include: vocational training, education and demonstration of clean energy, sustainability and environmental principles, technology, and infrastructure for youth and community members; offices for sustainability businesses, local entrepreneurs and organizations; and technology and industry fabrication space for start-ups and established businesses, focusing on local entrepreneurship, The development team mission and values focus on local hiring, business networking, mentoring and incubation, vocational training and apprenticeship along with paid internships for local students, The development is anticipated to be of concrete tilt-up type construction, with the goal of obtaining LEED Platinum ratings, and net zero energy use buildings.

Exclusive Negotiation Agreement (ENA) (Attachment C)

Approval of the ENA authorizes negotiations only, and does not commit the City to the sale of the Property to the Developer. The proposed ENA contains the City's standard essential terms for both parties to negotiate in good faith toward a DDA concerning the sale,

acquisition and development of the Property. The negotiation period is 180 days, with an optional 90-day extension. Negotiations will involve project financial feasibility analysis, land valuation, and seek to maximize the purchase price and other returns to the City. Negotiations will be based upon the Developer's RFP response as well as the required community outreach, and will determine the final project details, uses, property disposition, purchase price and schedule of performance. The resulting DDA will be returned to the City Council for approval.

Performance Schedule – The major performance milestones are estimated to be as follows:

- Negotiation Period through July 2021
- DDA consideration at Council August/September 2021

City Strategic Plan Goal(s) Objectives(s)
Goal #3- Create and sustain a resilient and economically prosperous City with Opportunity in every community.
Objective #1- Create dynamic neighborhoods that incorporate mobility, connectivity and sustainability

Fiscal Considerations:
The proposed ENA requires the Developer to submit a $50,000 refundable good faith deposit to the Successor Agency Property Management Fund (200723) that would be credited toward the Property purchase, or returned upon termination of the ENA if the Developer has negotiated diligently and in good faith, it also requires the Developer to submit a non-refundable $50,000 negotiation payment for costs related to negotiating and preparing the proposed DDA. Interest accrued from both deposits would be retained by the City. In accordance with the terms of the ENA, the purchase price and other terms of payment payable to the City will be negotiated as part of the DDA.

Charter Section 225 Disclosure of Business Interests:
The Developer's Team consists of: Demetre Booker Jr., Principal Partner of Elevate Commercial (City of San Diego); and, CJ Stos, Principal Partner of Stos Partners (City of San Diego).

Environmental Impact:
This activity is not a "project" pursuant to CEQA Guidelines Section 15378, and is, therefore, not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(3). This determination is predicated on Section 15004 of the CEQA Guidelines, which provides direction to lead agencies on the appropriate timing for environmental review. The proposed action is to enter into an ENA to negotiate terms and conditions of a DDA. Future actions to consider and approve a DDA and development entitlement approvals related to the future development of the Property will require additional review under the provisions of CEQA.

Equal Opportunity Contracting Information:
The ENA is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

Previous Council and/or Committee Actions:
This item was heard at the October 28, 2020 Economic Development and Intergovernmental Relations Committee and received unanimous recommendation to forward for City Council consideration.

Key Stakeholders and Community Outreach Efforts:
Local organizations expressing support for the Developer and its proposed development concepts include NAACP San Diego Branch, Central San Diego Black Chamber of Commerce, California Black Chamber of Commerce, California Manufacturing Technology Consulting, Cleantech San Diego, San Diego 350, I Am Green, San Diego Urban Sustainability Coalition, Strategic Urban Development Alliance, Bayview CDC, California State Assemblymember Todd Gloria and Shirley Weber.

Email notification through department Mailchimp account was sent to approximately 1,800 subscribers and shared widely on social media regarding the City's virtual public open house to publicly share the two responsive development proposals from October 5-14, 2020. Additionally, community based organizations and partners were asked to distribute and share the Open House with their networks. The Economic Development Department also placed a print advertisement in the San Diego Voice & Viewpoint newspaper.

Christina Bibler	Erik Caldwell
Director, Economic Development Department	Deputy Chief Operating Officer, Smart and Sustainable Communities

Attachments: A – Site Map
B – SDEEC RFP Proposal
C – Exclusive Negotiation Agreement with SDEEC LLC
D – Disclosure of Business Interests

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PAYOFF OF LEASE WITH PNC EQUIPMENT FINANCE, LLC MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

BACKGROUND INFORMATION:
On July 14, 2016, the Governing Board approved the agreement with Ameresco in the amount of $3,035,795.00 to purchase and install HVAC systems for Smythe, La Mirada, San Ysidro Middle, and at the San Ysidro District Office which were in direct need of new systems. The costs of this project exceeded the Prop 39 (Clean Energy Jobs Act) allocation amount; therefore, this amount was financed through PNC Equipment Finance, LLC (PNC) for a 16-year term for an estimated principal and interest payment of $2,587,850.66.

The District wishes to payoff the remaining balance of the Lease Purchase Agreement in the amount of $1,406,019.44 by using the 2021 Certificates of Participation funds. Upon payment in full, any and all payment commitments with PNC will be terminated and all of the District's obligations under the documents evidencing the Lease shall be satisfied, terminated and released.

RECOMMENDATION:
Approve the payoff of Lease No. 201040000 with PNC Equipment Finance, LLC Master Equipment Lease-Purchase Agreement in the amount of $1,406,019.44 from the 2021 COPs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget?
☐ Yes ☐ No

Requisition #

$1,406,019.44
(Amount)

2021 COPs
(Name of funding source and/or location)

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

PNC
EQUIPMENT FINANCE

January 15, 2021

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Attn: Joe Crump

RE: Pay off of Lease No.: 201040000 (the **"Lease"**)

Dear Joe:

You have informed us that you desire to repay the Lease, in full, June 16, 2021, (the **"Payoff Date"**). This letter shall constitute our statement of the amount required in order for you to pay the Lease in full on the Payoff Date. This letter replaces and supersedes any and all prior payoff letters, if any, issued for the Lease, which prior letters are hereby canceled and terminated.

As of the Payoff Date, you shall owe the following with respect to the Lease (the **"Payoff Sum"**):

Rent Payment Due 06/16/2021	$124,415.86
Termination Value	$1,281,603.58
Total	**$1,406,019.44**

The Payoff Sum must be received, in immediately available funds, by 2:30 P.M. (Eastern Time) on the Payoff Date. We reserve the right to revise and notify you of any change in the Payoff Sum due to unforseen circumstances, calculation errors, and amounts payable by you which are not included in the Payoff Sum or otherwise.

Payment of the Lease should be made by wire transfer to PNC Equipment Finance, LLC, via the following instructions:

Wire Instructions
Bank Name: PNC Bank, Ohio
Bank Address: 1900 E. 9th Street
Bank City, State, Country: Cleveland, Ohio USA
ABA/Routing Number: **041 000 124**
Account Number: **4206166645**
Beneficiary Name: PNCEF, LLC
Reference #1: 201040000 BO
Reference #2: Attn: David J. Lamanna

U.S. Overnight Address
PNC Equipment Finance, LLC
ARC Lockbox #931034
4100 West 150th Street
Cleveland, OH 44135

Subject to the terms hereof, upon payment in full in immediately available funds, any and all commitments by us to lend to you shall be terminated, and all of your obligations under the documents evidencing the Lease shall be satisfied, terminated and released, except for such provisions which expressly survive such termination.

As soon as practicable after receipt of the Payoff Sum, at your request, we shall: (i) deliver to you or such other person as you may designate (the **"Customer's Designee"**), in accordance with applicable law and with your written instructions provided to us, such other releases and such Uniform Commercial Code certifications or authorizations as may be reasonably required to enable you or the Customer's Designee to terminate or release our interest in any collateral, so long as such collateral does not also serve as collateral for other obligations owed to us (including without limitation, any interest rate swap termination costs or foreign exchange exposures, whether or not such transactions have been terminated or finalized), and (ii) cause any other instruments which represent collateral released hereunder to be delivered to you or the Customer's Designee. We shall have no liability to you for the termination, release or assignment of any financing statement, or for the return of any possessory collateral, if we shall have complied with written instructions from you or the Customer's Designee.

If you wish to continue to use treasury management and other deposit account services with us after the Payoff Date, we reserve the right to revise (i) the fees relating thereto and (ii) the availability schedules for such services as permitted under Regulation CC. Please contact your PNC treasury management representative or the undersigned for further information. If you wish to have letters of credit, bankers' acceptances, trade acceptances or other instruments continue to be outstanding after the Payoff Date, you must contact the undersigned to arrange for cash collateral to be posted by you and/or indemnity agreements to be delivered to us by you and your new lender (if applicable) or make other arrangements acceptable to us for these services to continue.

Further, pursuant to the USA PATRIOT Act and related laws, PNC is required to establish policies and procedures to ensure compliance with anti-money laundering laws of the United States and to otherwise detect and report suspicious transactions. These procedures apply to the repayment of leases, which involves the transfer of substantial sums of money. Please be assured that PNC's application of these procedures to this transaction is not intended to suggest or imply that you or any of your funding sources is in violation of any law, but is rather an impartial part of PNC's ongoing regulatory compliance program. Separately, you may be required to identify each entity which is providing replacement funding to allow us to complete our required due diligence.

Very truly yours,

PNC Equipment Finance, LLC

David J. Lamanna
Assistant Vice President
412.768.3063
David.Lamanna@pnc.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0034 AND CONTRACT WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION FOR THE 2021-22 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)

BACKGROUND INFORMATION:
Adopting a resolution is required to certify the approval of the San Ysidro Elementary School District Governing Board to enter into contract with the California State Department of Education for the purpose of providing Preschool & Child Development Programs for children three and four years of age during the fiscal year 2021-2022.

The funds from Contract No. CSPP-1468-00 in the amount of $1,415,291.00 will be used to fund preschool classes at various District sites during 2021-22 school year.

RECOMMENDATION:
Approve the adoption of the California Department of Education's Resolution No. 20/21-0034 designating authorized representatives to sign contract documents and approve the California State Preschool Program (CSPP) Contract No. CSPP-1468-00 funding source for the Preschool & Child Development Programs, school year 2021-22.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2018-2019 Budget? ☐ Yes ☒ No

Requisition #

REVENUE $1,415,291.00	Preschool & Child Development	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

RESOLUTION NO. 20/21-0034

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of San Ysidro Elementary School District

authorizes entering into local agreement number CSPP-1468-00 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Gina A. Potter, Ed.D	Superintendent	
Marilyn Adrianzen	Chief Business Official	

PASSED AND ADOPTED THIS 10th day of June 2021, by the Governing Board of San Ysidro Elementary School District of San Diego County, in the State of California.

I, Rosaleah Pallasigue, Clerk of the Governing Board of San Ysidro Elementary School District, of San Diego, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) June 10, 2021 (Date)

CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 21 - 22

DATE: July 01, 2021

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-1468
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 37-6837-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION
CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the SAN DIEGO COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "SAN DIEGO COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS except where the SAN DIEGO COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $50.70 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $1,415,291.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS
Minimum Child Days of Enrollment 27,915.0
Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING Marilyn Adrianzen, Chief Business Official
TITLE Contract Manager	ADDRESS 4350 Otay Mesa Road, San Ysidro, CA 92154

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 1,415,291	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) 0656 23038-6837				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
TOTAL AMOUNT ENCUMBERED TO DATE $ 1,415,291	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Ysidro Elementary School District	95-600-2821

By (Authorized Signature)

Printed Name and Title of Person Signing

Marilyn Adrianzen, Chief Business Official

Date Executed	Executed in the County of
June 11, 2021	San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

   _____

2. Federal ID Number:
   95-600-2821

3. By (Authorized Signature):

   _____

4. Printed Name and Title of Person Signing:
   Marilyn Adrianzen, Chief Business Official

5. Date Executed:
   6/11/21

6. Executed in the County and State of:
   San Diego, CA

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

VIA: Linda Gonzales, Executive Director of Human Resources

FROM: Governing Board President, Antonio Martinez

☐ Informational
☒ Action

AGENDA ITEM: FOURTH 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 will consider approving amendments to the Superintendent's Employment Agreement as outlined below:

1. Section 1 (TERM)

RECOMMENDATION:
The Board will take action on the fourth 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 2021-2022 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. 4

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, and JUNE 25, 2020, IS HEREBY AMENDED AS FOLLOWS:

1. **Section 1 (TERM):** The end date of the Agreement shall be extended to June 30, 2025.

2. 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

Antonio Martinez, Board President	Date
Rodolfo Lopez, Board Vice-President	Date
Rosaleah Pallasigue, Board Clerk	Date
Humberto Gurmilan, Board Member	Date
Irene Lopez, Board Member	Date

SUPERINTENDENT

Gina Acosta Potter	Date

61657.00011\34002426.1

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICY 3100 – BUDGET

BACKGROUND INFORMATION:
The District has a current agreement with California School Boards Association (CSBA) for the maintenance of its Board Policy Manual. CSBA is in the process of converting our board policies to GAMUT Policy Plus and is recommending reviewing, revising, adding and/or deleting policies in order to make them uniform across all of the school districts they oversee.

Board Policy 3110 – Budget, has been reviewed and updated to include current and pertinent information.

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policy 3100 - Budget in the Business and Non Instructional Services section. Additional language has been added to Board Policy 3100: To ensure economic solvency, adequate funds for education purposes and cash flow, the Board authorizes ensuring the reserves for economic uncertainties in the unrestricted general fund are sufficient to cover one to two months of district operating expenses in any given fiscal year, when financially feasible.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

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

Policy 3100: Budget

Status: ADOPTED

Original Adopted Date: 05/09/2019 | **Last Reviewed Date:** 05/09/2019

The Board of Education recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

Education Code 42103 and 42127 require the district to hold a public hearing prior to adoption of the budget. A public hearing on the district's local control and accountability plan (LCAP) must occur at the same meeting as the public hearing on the proposed budget. See the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan for requirements pertaining to the public hearing.

Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), districts are required, by July 1, 2019, to develop a local control funding formula (LCFF) budget overview for parents/guardians with specified information, based on a template created by the Superintendent of Public Instruction (SPI). The budget overview must be developed in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The adoption, review, approval, and posting of the budget overview are subject to the same requirements as for the LCAP, including the requirement for a public hearing.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the Local Control Funding Formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Advisory Committee

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board

representatives, and/or members of the community.

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

Budget Criteria and Standards

The district budget shall be developed in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.

2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.

3. Committed fund balance includes amounts constrained to specific purposes by the Board.

   For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

   The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

To protect the district against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the board may make progress toward a minimum unassigned fund balance which includes a reserve for economic uncertainties equal to at least one to two months of general fund operating expenditures. Additionally, to ensure economic solvency, adequate funds for education purposes and cash flow, the Board authorizes ensuring the reserves for economic uncertainties in the unrestricted general fund are sufficient to cover one to two months of district operating expenses in any given fiscal year, when financially feasible.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to,

long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

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
5 CCR 15060	Standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15494-15497	Local control and accountability plan and spending requirements
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 33127-33131	Standards and criteria for local budgets and expenditures
Ed. Code 41202	Determination of minimum level of education funding
Ed. Code 42103	Publication of proposed budget; hearing
Ed. Code 42122-42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42238-42251	Apportionments to districts
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42602	Use of unbudgeted funds
Ed. Code 42610	Appropriation of excess funds and limitation thereon
Ed. Code 45253	Annual budget of personnel commission
Ed. Code 45254	First year budget of personnel commission
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 21710-21716	California Employer's Pension Prefunding Trust Program
Gov. Code 7900-7914	Appropriations limit

Management Resources References	Description
California Department of Education Publication	New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011
California Department of Education Publication	California School Accounting Manual
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, December 2015
Government Finance Officers Association	Best Practice: Fund Balance Guidelines for the General Fund, September 2015
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009
Website	California Department of Finance
Website	Governmental Accounting Standards Board
Website	California Department of Education, Finance and Grants
Website	Government Finance Officers Association
Website	Association of California School Administrators
Website	Fiscal Crisis and Management Assistance Team
Website	School Services of California, Inc.
Website	CSBA

Cross References	Description
0000	Vision
0200	Goals For The School District
0400	Comprehensive Plans
0415	Equity
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
2230	Representative And Deliberative Groups
3000	Concepts And Roles
3110	Transfer Of Funds
3220.1	Lottery Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3231	Impact Aid
3260	Fees And Charges
3260	Fees And Charges
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3300	Expenditures And Purchases
3312	Contracts
3350	Travel Expenses
3350	Travel Expenses
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3470	Debt Issuance And Management
3510	Green School Operations
3511	Energy And Water Management

3511	Energy And Water Management
3540	Transportation
3540	Transportation
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3580	District Records
3580	District Records
4131	Staff Development
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4156.2	Awards And Recognition
4231	Staff Development
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4256.2	Awards And Recognition
4331	Staff Development
4351	Employee Compensation
4354	Health And Welfare Benefits
4356.2	Awards And Recognition
6000	Concepts And Roles
6020	Parent Involvement
6020	Parent Involvement
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6151	Class Size
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners
6174	Education For English Learners
7210	Facilities Financing
9000-B	Role Of The Board
9130-B	Board Committees
9140-B	Board Representatives

9240-B	Board Training
9250-B	Remuneration, Reimbursement And Other Benefits
9320-B	Meetings And Notices
9322-B	Agenda/Meeting Materials
9323-B	Meeting Conduct

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2021-22

BACKGROUND INFORMATION:
In accordance with the provisions of the Education Code Section 42103, each year the District is required to adopt a budget for the next fiscal year. The budget must be reviewed during a public hearing and the Board must consider any written comments received prior to the public hearing. The budget includes the budget assumptions, identifies the anticipated general fund revenues and expenditures, the fund balances of other District funds and multi-year projections.

A Notice of Public Hearing was published on the San Diego Union Tribune and the District's website on May 20, 2021. The proposed budget was made available for public inspection on June 7, 2021. The District is requesting that a public hearing be conducted for any interested parties to comment on the 2021-22 Proposed Budget which will be presented for approval/adoption at its next regular Board meeting to be held on June 24, 2021.

PROPOSED BUDGET UNDER SEPARATE COVER

RECOMMENDATION:
Conduct Public Hearing for the District's 2021-22 Proposed Budget. *Public comments should be submitted via email by 3:00 p.m. on or before Thursday, June 10, 2021 at publiccomment@sysdschools.org*

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2020-2021 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 EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

PROPOSED BUDGET 2021 - 2022

Regular Board Meeting
June 10, 2021

ANNUAL BUDGET REPORT:
July 1, 2021 Budget Adoption

Insert "X" in applicable boxes:

[X] This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

[X] If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: San Ysidro School District
Date: June 7, 2021-June 9, 2021

Public Hearing:

Place: Via Teleconference
Date: June 10, 2021
Time: 06:00 PM

Adoption Date: June 24, 2021

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Marilyn Adrianzen
Telephone: 619-428-4476

Title: Chief Business Official
E-mail: marilyn.adrianzen@sysdschools.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		X
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.		X
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.		X

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2020-21) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	Jun 24, 2021	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(__) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$
Less: Amount of total liabilities reserved in budget:	$
Estimated accrued but unfunded liabilities:	$ 0.00

(X) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

(__) This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 24, 2021

For additional information on this certification, please contact:

Name: Marilyn Adrianzen

Title: Chief Business Official

Telephone: 619-428-4476

E-mail: marilyn.adrianzen@sysdschools.org

July 1 Budget
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	46,010,774.00	255,468.00	46,266,242.00	47,874,836.00	265,030.00	48,139,866.00	4.0%
2) Federal Revenue		8100-8299	150,000.00	11,859,715.88	12,009,715.88	140,000.00	6,584,758.00	6,724,758.00	-44.0%
3) Other State Revenue		8300-8599	765,678.00	4,529,452.00	5,295,130.00	768,285.00	7,703,923.00	8,472,208.00	60.0%
4) Other Local Revenue		8600-8799	70,000.00	9,269,161.98	9,339,161.98	60,000.00	3,371,895.00	3,431,895.00	-63.3%
5) TOTAL, REVENUES			46,996,452.00	25,913,797.86	72,910,249.86	48,843,121.00	17,925,606.00	66,768,727.00	-8.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	18,978,105.22	7,166,790.60	26,144,895.82	19,059,067.12	8,635,348.62	27,694,415.74	5.9%
2) Classified Salaries		2000-2999	5,969,305.61	4,943,279.15	10,912,584.76	6,005,682.25	5,044,248.23	11,049,930.48	1.3%
3) Employee Benefits		3000-3999	8,441,062.58	4,911,386.20	13,352,448.78	8,796,266.34	6,827,196.54	15,623,462.88	17.0%
4) Books and Supplies		4000-4999	742,678.53	4,880,399.63	5,623,078.16	1,086,075.00	1,510,749.20	2,596,824.20	-53.8%
5) Services and Other Operating Expenditures		5000-5999	4,551,053.76	5,824,698.08	10,375,751.84	4,518,369.00	3,967,700.65	8,486,069.65	-18.2%
6) Capital Outlay		6000-6999	0.00	5,920,906.91	5,920,906.91	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	737,297.09	578,710.91	1,316,008.00	712,378.00	253,630.00	966,008.00	-26.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(352,496.00)	243,547.00	(108,949.00)	(306,087.00)	103,342.00	(202,745.00)	86.1%
9) TOTAL, EXPENDITURES			39,067,006.79	34,469,718.48	73,536,725.27	39,871,750.71	26,342,215.24	66,213,965.95	-10.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			7,929,445.21	(8,555,920.62)	(626,475.41)	8,971,370.29	(8,416,609.24)	554,761.05	-188.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	150,342.29	0.00	150,342.29	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(8,186,010.71)	8,186,010.71	0.00	(8,416,609.15)	8,416,609.15	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,336,353.00)	8,186,010.71	(150,342.29)	(8,416,609.15)	8,416,609.15	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(406,907.79)	(369,909.91)	(776,817.70)	554,761.14	(0.09)	554,761.05	-171.4%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	640,843.69	684,547.00	1,325,390.69	2,938,136.90	535,849.09	3,473,985.99	162.1%
b) Audit Adjustments		9793	2,704,201.00	221,212.00	2,925,413.00	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			3,345,044.69	905,759.00	4,250,803.69	2,938,136.90	535,849.09	3,473,985.99	-18.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,345,044.69	905,759.00	4,250,803.69	2,938,136.90	535,849.09	3,473,985.99	-18.3%
2) Ending Balance, June 30 (E + F1e)			2,938,136.90	535,849.09	3,473,985.99	3,492,898.04	535,849.00	4,028,747.04	16.0%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	535,849.45	535,849.45	0.00	535,849.45	535,849.45	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	682,034.00	0.00	682,034.00	1,456,478.00	0.00	1,456,478.00	113.5%
ADA Overstatement Repayment	0000	9780				*1,456,338.00*		*1,456,338.00*	
ADA Overstatement Repayment	0000	9780	*681,894.00*		*681,894.00*				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	2,206,102.00	0.00	2,206,102.00	1,986,419.00	0.00	1,986,419.00	-10.0%
Unassigned/Unappropriated Amount		9790	0.90	(0.36)	0.54	1.04	(0.45)	0.59	9.3%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
∞ Ending Fund Balance, June 30									

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	21,730,705.00	0.00	21,730,705.00	23,936,415.00	0.00	23,936,415.00	10.2%
Education Protection Account State Aid - Current Year		8012	1,031,178.00	0.00	1,031,178.00	842,378.00	0.00	842,378.00	-18.3%
State Aid - Prior Years		8019	152,848.00	0.00	152,848.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	123,153.00	0.00	123,153.00	123,153.00	0.00	123,153.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	20,565,022.00	0.00	20,565,022.00	20,565,022.00	0.00	20,565,022.00	0.0%
Unsecured Roll Taxes		8042	680,304.00	0.00	680,304.00	680,304.00	0.00	680,304.00	0.0%
Prior Years' Taxes		8043	8,731.00	0.00	8,731.00	8,731.00	0.00	8,731.00	0.0%
Supplemental Taxes		8044	453,170.00	0.00	453,170.00	453,170.00	0.00	453,170.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(66,138.00)	0.00	(66,138.00)	(66,138.00)	0.00	(66,138.00)	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,331,801.00	0.00	1,331,801.00	1,331,801.00	0.00	1,331,801.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			46,010,774.00	0.00	46,010,774.00	47,874,836.00	0.00	47,874,836.00	4.1%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	255,468.00	255,468.00	0.00	265,030.00	265,030.00	3.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			46,010,774.00	255,468.00	46,266,242.00	47,874,836.00	265,030.00	48,139,866.00	4.0%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	710,774.00	710,774.00	0.00	864,000.00	864,000.00	21.6%
Special Education Discretionary Grants		8182	0.00	133,012.00	133,012.00	0.00	89,636.00	89,636.00	-32.6%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		2,043,691.00	2,043,691.00		1,299,953.00	1,299,953.00	-36.4%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		373,055.00	373,055.00		176,600.00	176,600.00	-52.7%
Title III, Part A, Immigrant Student Program	4201	8290		10,812.00	10,812.00		0.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Title III, Part A, English Learner Program	4203	8290		530,208.00	530,208.00		295,284.00	295,284.00	-44.3%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		902,272.88	902,272.88		326,587.00	326,587.00	-63.8%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	150,000.00	7,155,891.00	7,305,891.00	140,000.00	3,532,698.00	3,672,698.00	-49.7%
TOTAL, FEDERAL REVENUE			150,000.00	11,859,715.88	12,009,715.88	140,000.00	6,584,758.00	6,724,758.00	-44.0%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	135,255.00	0.00	135,255.00	137,820.00	0.00	137,820.00	1.9%
Lottery - Unrestricted and Instructional Materials		8560	630,423.00	205,938.00	836,361.00	630,465.00	205,952.00	836,417.00	0.0%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	4,323,514.00	4,323,514.00	0.00	7,497,971.00	7,497,971.00	73.4%
TOTAL, OTHER STATE REVENUE			765,678.00	4,529,452.00	5,295,130.00	768,285.00	7,703,923.00	8,472,208.00	60.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	253,630.00	253,630.00	0.00	253,630.00	253,630.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	70,000.00	0.00	70,000.00	60,000.00	0.00	60,000.00	-14.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	983,128.07	983,128.07	0.00	902,445.00	902,445.00	-8.2%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF									

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	5,751,906.91	5,751,906.91	0.00	0.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		2,280,497.00	2,280,497.00		2,215,820.00	2,215,820.00	-2.8%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			70,000.00	9,269,161.98	9,339,161.98	60,000.00	3,371,895.00	3,431,895.00	-63.3%
TOTAL, REVENUES			46,996,452.00	25,913,797.86	72,910,249.86	48,843,121.00	17,925,606.00	66,768,727.00	-8.4%

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Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	16,856,426.98	5,746,498.41	22,602,925.39	16,750,760.41	7,393,419.72	24,144,180.13	6.8%
Certificated Pupil Support Salaries		1200	437,208.53	390,698.24	827,906.77	657,247.13	903,992.04	1,561,239.17	88.6%
Certificated Supervisors' and Administrators' Salaries		1300	1,684,469.71	549,593.95	2,234,063.66	1,651,059.58	337,936.86	1,988,996.44	-11.0%
Other Certificated Salaries		1900	0.00	480,000.00	480,000.00	0.00	0.00	0.00	-100.0%
TOTAL, CERTIFICATED SALARIES			18,978,105.22	7,166,790.60	26,144,895.82	19,059,067.12	8,635,348.62	27,694,415.74	5.9%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	0.00	2,601,426.52	2,601,426.52	0.00	2,710,910.55	2,710,910.55	4.2%
Classified Support Salaries		2200	2,649,455.49	621,638.07	3,271,093.56	2,538,074.74	1,086,798.48	3,624,873.22	10.8%
Classified Supervisors' and Administrators' Salaries		2300	720,096.08	423,940.67	1,144,036.75	733,398.22	775,191.15	1,508,589.37	31.9%
Clerical, Technical and Office Salaries		2400	1,921,265.06	598,273.89	2,519,538.95	2,346,347.63	471,348.05	2,817,695.68	11.8%
Other Classified Salaries		2900	678,488.98	698,000.00	1,376,488.98	387,861.66	0.00	387,861.66	-71.8%
TOTAL, CLASSIFIED SALARIES			5,969,305.61	4,943,279.15	10,912,584.76	6,005,682.25	5,044,248.23	11,049,930.48	1.3%
EMPLOYEE BENEFITS									
STRS		3101-3102	2,837,610.15	2,301,995.73	5,139,605.88	2,994,690.22	3,729,347.13	6,724,037.35	30.8%
PERS		3201-3202	1,118,397.22	781,840.05	1,900,237.27	1,357,003.34	1,094,480.55	2,451,483.89	29.0%
OASDI/Medicare/Alternative		3301-3302	650,694.32	353,738.48	1,004,432.80	445,266.70	203,161.85	648,428.55	-35.4%
Health and Welfare Benefits		3401-3402	2,839,612.27	1,238,739.10	4,078,351.37	2,760,456.97	1,444,000.00	4,204,456.97	3.1%
Unemployment Insurance		3501-3502	13,322.34	5,440.86	18,763.20	310,748.99	117,877.57	428,626.56	2184.4%
Workers' Compensation		3601-3602	651,709.28	229,631.98	881,341.26	628,100.12	238,329.44	866,429.56	-1.7%
OPEB, Allocated		3701-3702	328,417.00	0.00	328,417.00	300,000.00	0.00	300,000.00	-8.7%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,300.00	0.00	1,300.00	0.00	0.00	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			8,441,062.58	4,911,386.20	13,352,448.78	8,796,266.34	6,827,196.54	15,623,462.88	17.0%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	76,619.36	205,938.00	282,557.36	55,000.00	205,952.00	260,952.00	-7.6%
Books and Other Reference Materials		4200	1,397.48	143,023.00	144,420.48	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	630,561.69	3,748,534.25	4,379,095.94	990,575.00	1,304,797.20	2,295,372.20	-47.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Noncapitalized Equipment		4400	34,100.00	782,904.38	817,004.38	40,500.00	0.00	40,500.00	-95.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			742,678.53	4,880,399.63	5,623,078.16	1,086,075.00	1,510,749.20	2,596,824.20	-53.8%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	35,555.00	35,555.00	0.00	0.00	0.00	-100.0%
Travel and Conferences		5200	21,000.00	84,025.72	105,025.72	18,800.00	160,614.61	179,414.61	70.8%
Dues and Memberships		5300	22,500.00	0.00	22,500.00	5,000.00	0.00	5,000.00	-77.8%
Insurance		5400 - 5450	570,000.00	0.00	570,000.00	1,600,000.00	0.00	1,600,000.00	180.7%
Operations and Housekeeping Services		5500	1,130,000.00	0.00	1,130,000.00	1,060,000.00	0.00	1,060,000.00	-6.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	636,000.00	817,270.00	1,453,270.00	193,000.00	319,000.00	512,000.00	-64.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,073,553.76	4,887,847.36	6,961,401.12	1,532,569.00	3,488,086.04	5,020,655.04	-27.9%
Communications		5900	98,000.00	0.00	98,000.00	109,000.00	0.00	109,000.00	11.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,551,053.76	5,824,698.08	10,375,751.84	4,518,369.00	3,967,700.65	8,486,069.65	-18.2%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	5,757,906.91	5,757,906.91	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	163,000.00	163,000.00	0.00	0.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	5,920,906.91	5,920,906.91	0.00	0.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	24,919.09	325,080.91	350,000.00	0.00	0.00	0.00	-100.0%
Other Debt Service - Principal		7439	712,378.00	253,630.00	966,008.00	712,378.00	253,630.00	966,008.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			737,297.09	578,710.91	1,316,008.00	712,378.00	253,630.00	966,008.00	-26.6%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(243,547.00)	243,547.00	0.00	(103,342.00)	103,342.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(108,949.00)	0.00	(108,949.00)	(202,745.00)	0.00	(202,745.00)	86.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(352,496.00)	243,547.00	(108,949.00)	(306,087.00)	103,342.00	(202,745.00)	86.1%
TOTAL, EXPENDITURES			39,067,006.79	34,469,718.48	73,536,725.27	39,871,750.71	26,342,215.24	66,213,965.95	-10.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	150,342.29	0.00	150,342.29	0.00	0.00	0.00	-100.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			150,342.29	0.00	150,342.29	0.00	0.00	0.00	-100.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(8,186,010.71)	8,186,010.71	0.00	(8,416,609.15)	8,416,609.15	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(8,186,010.71)	8,186,010.71	0.00	(8,416,609.15)	8,416,609.15	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(8,336,353.00)	8,186,010.71	(150,342.29)	(8,416,609.15)	8,416,609.15	0.00	-100.0%

July 1 Budget
General Fund
Unrestricted and Restricted
Expenditures by Function

Description	Function Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	46,010,774.00	255,468.00	46,266,242.00	47,874,836.00	265,030.00	48,139,866.00	4.0%
2) Federal Revenue		8100-8299	150,000.00	11,859,715.88	12,009,715.88	140,000.00	6,584,758.00	6,724,758.00	-44.0%
3) Other State Revenue		8300-8599	765,678.00	4,529,452.00	5,295,130.00	768,285.00	7,703,923.00	8,472,208.00	60.0%
4) Other Local Revenue		8600-8799	70,000.00	9,269,161.98	9,339,161.98	60,000.00	3,371,895.00	3,431,895.00	-63.3%
5) TOTAL, REVENUES			46,996,452.00	25,913,797.86	72,910,249.86	48,843,121.00	17,925,606.00	66,768,727.00	-8.4%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		22,330,544.21	22,277,410.91	44,607,955.12	22,529,377.80	20,537,752.93	43,067,130.73	-3.5%
2) Instruction - Related Services	2000-2999		3,930,641.04	644,481.65	4,575,122.69	3,950,293.64	470,552.75	4,420,846.39	-3.4%
3) Pupil Services	3000-3999		2,784,547.66	1,404,703.48	4,189,251.14	3,097,622.01	2,342,488.96	5,440,110.97	29.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		5,403,440.64	1,820,672.16	7,224,112.80	5,837,304.27	672,492.93	6,509,797.20	-9.9%
8) Plant Services	8000-8999		3,880,536.15	7,743,739.37	11,624,275.52	3,744,774.99	2,065,297.67	5,810,072.66	-50.0%
9) Other Outgo	9000-9999	Except 7600-7699	737,297.09	578,710.91	1,316,008.00	712,378.00	253,630.00	966,008.00	-26.6%
10) TOTAL, EXPENDITURES			39,067,006.79	34,469,718.48	73,536,725.27	39,871,750.71	26,342,215.24	66,213,965.95	-10.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			7,929,445.21	(8,555,920.62)	(626,475.41)	8,971,370.29	(8,416,609.24)	554,761.05	-188.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	150,342.29	0.00	150,342.29	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(8,186,010.71)	8,186,010.71	0.00	(8,416,609.15)	8,416,609.15	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,336,353.00)	8,186,010.71	(150,342.29)	(8,416,609.15)	8,416,609.15	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(406,907.79)	(369,909.91)	(776,817.70)	554,761.14	(0.09)	554,761.05	-171.4%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	640,843.69	684,547.00	1,325,390.69	2,938,136.90	535,849.09	3,473,985.99	162.1%
b) Audit Adjustments		9793	2,704,201.00	221,212.00	2,925,413.00	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			3,345,044.69	905,759.00	4,250,803.69	2,938,136.90	535,849.09	3,473,985.99	-18.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,345,044.69	905,759.00	4,250,803.69	2,938,136.90	535,849.09	3,473,985.99	-18.3%
2) Ending Balance, June 30 (E + F1e)			2,938,136.90	535,849.09	3,473,985.99	3,492,898.04	535,849.00	4,028,747.04	16.0%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	535,849.45	535,849.45	0.00	535,849.45	535,849.45	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	682,034.00	0.00	682,034.00	1,456,478.00	0.00	1,456,478.00	113.5%
ADA Overstatement Repayment	0000	9780				*1,456,338.00*		*1,456,338.00*	
ADA Overstatement Repayment	0000	9780	*681,894.00*		*681,894.00*				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	2,206,102.00	0.00	2,206,102.00	1,986,419.00	0.00	1,986,419.00	-10.0%
Unassigned/Unappropriated Amount		9790	0.90	(0.36)	0.54	1.04	(0.45)	0.59	9.3%

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Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
6300	Lottery: Instructional Materials	190,853.04	190,853.04
6500	Special Education	3,796.12	3,796.12
7311	Classified School Employee Professional Development Block Grant	33,138.00	33,138.00
7388	SB 117 COVID-19 LEA Response Funds	14,921.29	14,921.29
7510	Low-Performing Students Block Grant	71,929.00	71,929.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectic	221,212.00	221,212.00
Total, Restricted Balance		535,849.45	535,849.45

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	448,268.53	314,000.00	-30.0%
3) Other State Revenue		8300-8599	1,415,291.00	1,415,291.00	0.0%
4) Other Local Revenue		8600-8799	82,524.71	78,054.28	-5.4%
5) TOTAL, REVENUES			1,946,084.24	1,807,345.28	-7.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	590,008.81	866,495.93	46.9%
2) Classified Salaries		2000-2999	490,983.45	389,840.96	-20.6%
3) Employee Benefits		3000-3999	324,451.75	434,163.45	33.8%
4) Books and Supplies		4000-4999	320,757.51	34,000.00	-89.4%
5) Services and Other Operating Expenditures		5000-5999	109,683.72	4,500.00	-95.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	108,949.00	78,345.00	-28.1%
9) TOTAL, EXPENDITURES			1,944,834.24	1,807,345.34	-7.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,250.00	(0.06)	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,250.00	(0.06)	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,756.45	18,006.45	7.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,756.45	18,006.45	7.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,756.45	18,006.45	7.5%
2) Ending Balance, June 30 (E + F1e)			18,006.45	18,006.39	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	18,006.45	18,006.39	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	448,268.53	314,000.00	-30.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			448,268.53	314,000.00	-30.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,415,291.00	1,415,291.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,415,291.00	1,415,291.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	78,896.11	78,054.28	-1.1%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	3,628.60	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			82,524.71	78,054.28	-5.4%
TOTAL, REVENUES			1,946,084.24	1,807,345.28	-7.1%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	447,063.17	724,839.90	62.1%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	142,945.64	141,656.03	-0.9%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			590,008.81	866,495.93	46.9%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	276,902.51	190,940.39	-31.0%
Classified Support Salaries		2200	139,802.04	123,702.98	-11.5%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	62,324.42	62,631.44	0.5%
Other Classified Salaries		2900	11,954.48	12,566.15	5.1%
TOTAL, CLASSIFIED SALARIES			490,983.45	389,840.96	-20.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	88,853.10	112,695.55	26.8%
PERS		3201-3202	64,926.80	88,172.10	35.8%
OASDI/Medicare/Alternative		3301-3302	37,097.61	24,342.43	-34.4%
Health and Welfare Benefits		3401-3402	106,500.00	161,500.00	51.6%
Unemployment Insurance		3501-3502	542.20	15,775.10	2809.5%
Workers' Compensation		3601-3602	26,532.04	31,678.27	19.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			324,451.75	434,163.45	33.8%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	320,757.51	34,000.00	-89.4%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			320,757.51	34,000.00	-89.4%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,260.00	2,000.00	58.7%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	107,923.72	2,500.00	-97.7%
Communications		5900	500.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			109,683.72	4,500.00	-95.9%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	108,949.00	78,345.00	-28.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			108,949.00	78,345.00	-28.1%
TOTAL, EXPENDITURES			1,944,834.24	1,807,345.34	-7.1%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	448,268.53	314,000.00	-30.0%
3) Other State Revenue		8300-8599	1,415,291.00	1,415,291.00	0.0%
4) Other Local Revenue		8600-8799	82,524.71	78,054.28	-5.4%
5) TOTAL, REVENUES			1,946,084.24	1,807,345.28	-7.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,364,131.26	1,279,455.50	-6.2%
2) Instruction - Related Services	2000-2999		272,212.78	271,535.55	-0.2%
3) Pupil Services	3000-3999		97,799.34	98,117.65	0.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		108,949.00	78,345.00	-28.1%
8) Plant Services	8000-8999		101,741.86	79,891.64	-21.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,944,834.24	1,807,345.34	-7.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,250.00	(0.06)	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,250.00	(0.06)	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,756.45	18,006.45	7.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,756.45	18,006.45	7.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,756.45	18,006.45	7.5%
2) Ending Balance, June 30 (E + F1e)			18,006.45	18,006.39	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	18,006.45	18,006.39	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
6105	Child Development: California State Preschool Program	7.65	7.59
6130	Child Development: Center-Based Reserve Account	14,837.98	14,837.98
9010	Other Restricted Local	3,160.82	3,160.82
Total, Restricted Balance		18,006.45	18,006.39

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,939,500.00	1,786,156.00	-7.9%
3) Other State Revenue		8300-8599	766,000.00	732,000.00	-4.4%
4) Other Local Revenue		8600-8799	1,000.00	2,000.00	100.0%
5) TOTAL, REVENUES			2,706,500.00	2,520,156.00	-6.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	867,521.53	887,662.59	2.3%
3) Employee Benefits		3000-3999	393,820.76	400,093.74	1.6%
4) Books and Supplies		4000-4999	1,588,000.00	1,050,000.00	-33.9%
5) Services and Other Operating Expenditures		5000-5999	40,000.00	58,000.00	45.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	124,400.00	New
9) TOTAL, EXPENDITURES			2,889,342.29	2,520,156.33	-12.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(182,842.29)	(0.33)	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	150,342.29	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			150,342.29	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(32,500.00)	(0.33)	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	32,565.92	65.92	-99.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			32,565.92	65.92	-99.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			32,565.92	65.92	-99.8%
2) Ending Balance, June 30 (E + F1e)			65.92	65.59	-0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	65.92	65.59	-0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	1,939,500.00	1,786,156.00	-7.9%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,939,500.00	1,786,156.00	-7.9%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	766,000.00	732,000.00	-4.4%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			766,000.00	732,000.00	-4.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,000.00	2,000.00	100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,000.00	2,000.00	100.0%
TOTAL, REVENUES			2,706,500.00	2,520,156.00	-6.9%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	690,488.62	704,148.96	2.0%
Classified Supervisors' and Administrators' Salaries		2300	122,580.35	126,263.82	3.0%
Clerical, Technical and Office Salaries		2400	54,452.56	57,249.81	5.1%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			867,521.53	887,662.59	2.3%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	149,545.62	172,363.39	15.3%
OASDI/Medicare/Alternative		3301-3302	51,656.51	23,886.48	-53.8%
Health and Welfare Benefits		3401-3402	171,000.00	171,000.00	0.0%
Unemployment Insurance		3501-3502	433.76	10,918.42	2417.2%
Workers' Compensation		3601-3602	21,184.87	21,925.45	3.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			393,820.76	400,093.74	1.6%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	62,000.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	1,526,000.00	1,050,000.00	-31.2%
TOTAL, BOOKS AND SUPPLIES			1,588,000.00	1,050,000.00	-33.9%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	2,000.00	3,000.00	50.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	16,000.00	20,000.00	25.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	22,000.00	35,000.00	59.1%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			40,000.00	58,000.00	45.0%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	124,400.00	New
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	124,400.00	New
TOTAL, EXPENDITURES			2,889,342.29	2,520,156.33	-12.8%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	150,342.29	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			150,342.29	0.00	-100.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			150,342.29	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,939,500.00	1,786,156.00	-7.9%
3) Other State Revenue		8300-8599	766,000.00	732,000.00	-4.4%
4) Other Local Revenue		8600-8799	1,000.00	2,000.00	100.0%
5) TOTAL, REVENUES			2,706,500.00	2,520,156.00	-6.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		2,887,342.29	2,392,756.33	-17.1%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	124,400.00	New
8) Plant Services	8000-8999		2,000.00	3,000.00	50.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,889,342.29	2,520,156.33	-12.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(182,842.29)	(0.33)	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	150,342.29	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			150,342.29	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(32,500.00)	(0.33)	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	32,565.92	65.92	-99.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			32,565.92	65.92	-99.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			32,565.92	65.92	-99.8%
2) Ending Balance, June 30 (E + F1e)			65.92	65.59	-0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	65.92	65.59	-0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School	65.92	65.59
Total, Restricted Balance		65.92	65.59

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	62,562.00	102,050.00	63.1%
5) TOTAL, REVENUES			62,562.00	102,050.00	63.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			62,562.00	102,050.00	63.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	19,849,958.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			19,849,958.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			19,912,520.00	102,050.00	-99.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,176.21	19,918,696.21	322406.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,176.21	19,918,696.21	322406.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,176.21	19,918,696.21	322406.8%
2) Ending Balance, June 30 (E + F1e)			19,918,696.21	20,020,746.21	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,918,696.21	20,020,746.21	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	60,050.00	100,050.00	66.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,512.00	2,000.00	-20.4%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			62,562.00	102,050.00	63.1%
TOTAL, REVENUES			62,562.00	102,050.00	63.1%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	19,849,958.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			19,849,958.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			19,849,958.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	62,562.00	102,050.00	63.1%
5) TOTAL, REVENUES			62,562.00	102,050.00	63.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			62,562.00	102,050.00	63.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	19,849,958.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			19,849,958.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			19,912,520.00	102,050.00	-99.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,176.21	19,918,696.21	322406.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,176.21	19,918,696.21	322406.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,176.21	19,918,696.21	322406.8%
2) Ending Balance, June 30 (E + F1e)			19,918,696.21	20,020,746.21	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,918,696.21	20,020,746.21	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
9010	Other Restricted Local	19,918,696.21	20,020,746.21
Total, Restricted Balance		19,918,696.21	20,020,746.21

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	395,000.00	568,000.00	43.8%
5) TOTAL, REVENUES			395,000.00	568,000.00	43.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			395,000.00	568,000.00	43.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			395,000.00	568,000.00	43.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,294,339.29	2,689,339.29	17.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,294,339.29	2,689,339.29	17.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,294,339.29	2,689,339.29	17.2%
2) Ending Balance, June 30 (E + F1e)			2,689,339.29	3,257,339.29	21.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,689,339.29	3,257,339.29	21.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	15,000.00	18,000.00	20.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	380,000.00	550,000.00	44.7%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			395,000.00	568,000.00	43.8%
TOTAL, REVENUES			395,000.00	568,000.00	43.8%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	395,000.00	568,000.00	43.8%
5) TOTAL, REVENUES			395,000.00	568,000.00	43.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			395,000.00	568,000.00	43.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			395,000.00	568,000.00	43.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,294,339.29	2,689,339.29	17.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,294,339.29	2,689,339.29	17.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,294,339.29	2,689,339.29	17.2%
2) Ending Balance, June 30 (E + F1e)			2,689,339.29	3,257,339.29	21.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,689,339.29	3,257,339.29	21.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
9010	Other Restricted Local	2,689,339.29	3,257,339.29
Total, Restricted Balance		2,689,339.29	3,257,339.29

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	600.00	700.00	16.7%
5) TOTAL, REVENUES			600.00	700.00	16.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			600.00	700.00	16.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			600.00	700.00	16.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	81,717.12	82,317.12	0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			81,717.12	82,317.12	0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			81,717.12	82,317.12	0.7%
2) Ending Balance, June 30 (E + F1e)			82,317.12	83,017.12	0.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	82,317.12	83,017.12	0.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	600.00	700.00	16.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			600.00	700.00	16.7%
TOTAL, REVENUES			600.00	700.00	16.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	600.00	700.00	16.7%
5) TOTAL, REVENUES			600.00	700.00	16.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			600.00	700.00	16.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			600.00	700.00	16.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	81,717.12	82,317.12	0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			81,717.12	82,317.12	0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			81,717.12	82,317.12	0.7%
2) Ending Balance, June 30 (E + F1e)			82,317.12	83,017.12	0.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	82,317.12	83,017.12	0.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
9010	Other Restricted Local	82,317.12	83,017.12
Total, Restricted Balance		82,317.12	83,017.12

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,326,875.00	3,371,500.00	1.3%
5) TOTAL, REVENUES			3,326,875.00	3,371,500.00	1.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	30,000.00	New
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	5,871,800.00	New
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	5,901,800.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,326,875.00	(2,530,300.00)	-176.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	3,295,115.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,295,115.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			31,760.00	(2,530,300.00)	-8066.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,403,936.27	4,435,696.27	0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,403,936.27	4,435,696.27	0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,403,936.27	4,435,696.27	0.7%
2) Ending Balance, June 30 (E + F1e)			4,435,696.27	1,905,396.27	-57.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,435,696.27	1,905,396.27	-57.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	3,295,115.00	3,333,000.00	1.1%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	31,760.00	38,500.00	21.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,326,875.00	3,371,500.00	1.3%
TOTAL, REVENUES			3,326,875.00	3,371,500.00	1.3%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	0.00	30,000.00	New
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	30,000.00	New
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	1,356,000.00	New
Other Debt Service - Principal		7439	0.00	4,515,800.00	New
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	5,871,800.00	New
TOTAL, EXPENDITURES			0.00	5,901,800.00	New

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	3,295,115.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			3,295,115.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(3,295,115.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,326,875.00	3,371,500.00	1.3%
5) TOTAL, REVENUES			3,326,875.00	3,371,500.00	1.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	30,000.00	New
9) Other Outgo	9000-9999	Except 7600-7699	0.00	5,871,800.00	New
10) TOTAL, EXPENDITURES			0.00	5,901,800.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			3,326,875.00	(2,530,300.00)	-176.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	3,295,115.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,295,115.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			31,760.00	(2,530,300.00)	-8066.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,403,936.27	4,435,696.27	0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,403,936.27	4,435,696.27	0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,403,936.27	4,435,696.27	0.7%
2) Ending Balance, June 30 (E + F1e)			4,435,696.27	1,905,396.27	-57.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,435,696.27	1,905,396.27	-57.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
9010	Other Restricted Local	4,435,696.27	1,905,396.27
Total, Restricted Balance		4,435,696.27	1,905,396.27

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,238,262.00	7,238,262.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,238,262.00	7,238,262.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,238,262.00	7,238,262.00	0.0%
2) Ending Balance, June 30 (E + F1e)			7,238,262.00	7,238,262.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,238,262.00	7,238,262.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	0.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,238,262.00	7,238,262.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,238,262.00	7,238,262.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,238,262.00	7,238,262.00	0.0%
2) Ending Balance, June 30 (E + F1e)			7,238,262.00	7,238,262.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,238,262.00	7,238,262.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
9010	Other Restricted Local	7,238,262.00	7,238,262.00
Total, Restricted Balance		7,238,262.00	7,238,262.00

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	4,203.10	4,203.10	4,203.10	4,112.39	4,112.39	4,211.89
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	4,203.10	4,203.10	4,203.10	4,112.39	4,112.39	4,211.89
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	4,203.10	4,203.10	4,203.10	4,112.39	4,112.39	4,211.89
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	ED No
1000 - Certificated Salaries	26,144,895.82	301	0.00	303	26,144,895.82	305	838,327.66		307	25,306,568.16	309
2000 - Classified Salaries	10,912,584.76	311	0.00	313	10,912,584.76	315	361,110.46		317	10,551,474.30	319
3000 - Employee Benefits	13,352,448.78	321	328,417.00	323	13,024,031.78	325	250,753.19		327	12,773,278.59	329
4000 - Books, Supplies Equip Replace. (6500)	5,623,078.16	331	0.00	333	5,623,078.16	335	891,938.00		337	4,731,140.16	339
5000 - Services. . . & 7300 - Indirect Costs	10,266,802.84	341	15,500.00	343	10,251,302.84	345	470,553.32		347	9,780,749.52	349
				TOTAL	65,955,893.36	365			TOTAL	63,143,210.73	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	22,602,925.39	375
2. Salaries of Instructional Aides Per EC 41011	2100	2,601,426.52	380
3. STRS	3101 & 3102	4,632,446.03	382
4. PERS	3201 & 3202	527,272.23	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	488,473.13	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	2,496,981.25	385
7. Unemployment Insurance	3501 & 3502	12,490.50	390
8. Workers' Compensation Insurance	3601 & 3602	611,175.64	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		33,973,190.69	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		0.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		33,973,190.69	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		53.80%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1.	Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2.	Percentage spent by this district (Part II, Line 15)	53.80%
3.	Percentage below the minimum (Part III, Line 1 minus Line 2)	6.20%
4.	District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	63,143,210.73
5.	Deficiency Amount (Part III, Line 3 times Line 4)	3,914,879.07

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	27,694,415.74	301	0.00	303	27,694,415.74	305	463,107.99		307	27,231,307.75	309
2000 - Classified Salaries	11,049,930.48	311	0.00	313	11,049,930.48	315	608,621.49		317	10,441,308.99	319
3000 - Employee Benefits	15,623,462.88	321	300,000.00	323	15,323,462.88	325	468,197.74		327	14,855,265.14	329
4000 - Books, Supplies Equip Replace. (6500)	2,596,824.20	331	0.00	333	2,596,824.20	335	205,952.00		337	2,390,872.20	339
5000 - Services. . . & 7300 - Indirect Costs	8,283,324.65	341	0.00	343	8,283,324.65	345	303,000.00		347	7,980,324.65	349
				TOTAL	64,947,957.95	365			TOTAL	62,899,078.73	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	24,144,180.13	375
2. Salaries of Instructional Aides Per EC 41011	2100	2,710,910.55	380
3. STRS	3101 & 3102	6,159,062.78	382
4. PERS	3201 & 3202	629,187.02	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	367,133.08	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	2,646,456.97	385
7. Unemployment Insurance	3501 & 3502	279,621.02	390
8. Workers' Compensation Insurance	3601 & 3602	564,961.33	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		37,501,512.88	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		0.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		37,501,512.88	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		59.62%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1.	Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2.	Percentage spent by this district (Part II, Line 15)	59.62%
3.	Percentage below the minimum (Part III, Line 1 minus Line 2)	0.38%
4.	District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	62,899,078.73
5.	Deficiency Amount (Part III, Line 3 times Line 4)	239,016.50

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(108,949.00)				
Other Sources/Uses Detail					0.00	150,342.29		
Fund Reconciliation							0.00	0.00
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	108,949.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					150,342.29	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	3,295,115.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					3,295,115.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	0.00	0.00	108,949.00	(108,949.00)	3,445,457.29	3,445,457.29	0.00	0.00

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(202,745.00)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	78,345.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	124,400.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								

July 1 Budget
2021-22 Budget
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund Transfers In 8750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	202,745.00	(202,745.00)	0.00	0.00		

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	47,874,836.00	0.38%	48,055,343.00	1.05%	48,558,291.00
2. Federal Revenues	8100-8299	140,000.00	14.29%	160,000.00	0.00%	160,000.00
3. Other State Revenues	8300-8599	768,285.00	-3.37%	742,362.00	-1.63%	730,290.00
4. Other Local Revenues	8600-8799	60,000.00	16.67%	70,000.00	0.00%	70,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(8,416,609.15)	2.00%	(8,584,942.00)	2.00%	(8,756,641.00)
6. Total (Sum lines A1 thru A5c)		40,426,511.85	0.04%	40,442,763.00	0.79%	40,761,940.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				19,059,067.12		19,440,248.46
b. Step & Column Adjustment				381,181.34		388,804.97
c. Cost-of-Living Adjustment						
d. Other Adjustments						711,000.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	19,059,067.12	2.00%	19,440,248.46	5.66%	20,540,053.43
2. Classified Salaries						
a. Base Salaries				6,005,682.25		7,036,811.00
b. Step & Column Adjustment				120,113.65		140,736.22
c. Cost-of-Living Adjustment						
d. Other Adjustments				911,015.10		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,005,682.25	17.17%	7,036,811.00	2.00%	7,177,547.22
3. Employee Benefits	3000-3999	8,796,266.34	9.59%	9,639,560.00	3.24%	9,951,648.00
4. Books and Supplies	4000-4999	1,086,075.00	-27.22%	790,456.00	8.84%	860,298.00
5. Services and Other Operating Expenditures	5000-5999	4,518,369.00	-4.98%	4,293,178.00	-0.37%	4,277,201.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	712,378.00	-62.04%	270,390.00	0.00%	270,390.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(306,087.00)	2.40%	(313,433.00)	2.23%	(320,423.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		39,871,750.71	3.22%	41,157,210.46	3.89%	42,756,714.65
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		554,761.14		(714,447.46)		(1,994,774.65)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		2,938,136.90		3,492,898.04		2,778,450.58
2. Ending Fund Balance (Sum lines C and D1)		3,492,898.04		2,778,450.58		783,675.93
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,456,478.00		873,506.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,986,419.00		1,854,943.00		733,675.00
2. Unassigned/Unappropriated	9790	1.04		1.58		0.93
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		3,492,898.04		2,778,450.58		783,675.93

Description	Object Codes	2021-22 Budget (Fonn 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,986,419.00		1,854,943.00		733,675.00
c. Unassigned/Unappropriated	9790	1.04		1.58		0.93
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		1,986,420.04		1,854,944.58		733,675.93

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Since State and Federal stimulus funds expire , those positions funded by stimulus funds must revert back to the unrestricted general fund.

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	265,030.00	0.00%	265,030.00	0.00%	265,030.00
2. Federal Revenues	8100-8299	6,584,758.00	-30.03%	4,607,060.00	-33.43%	3,067,060.00
3. Other State Revenues	8300-8599	7,703,923.00	-54.93%	3,472,507.00	-0.23%	3,464,540.00
4. Other Local Revenues	8600-8799	3,371,895.00	0.00%	3,371,895.00	0.00%	3,371,895.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	8,416,609.15	2.00%	8,584,942.00	2.00%	8,756,641.00
6. Total (Sum lines A1 thru A5c)		26,342,215.15	-22.93%	20,301,434.00	-6.78%	18,925,166.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				8,635,348.62		4,891,282.00
b. Step & Column Adjustment				172,706.97		97,825.64
c. Cost-of-Living Adjustment						
d. Other Adjustments				(3,916,773.59)		(711,000.03)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	8,635,348.62	-43.36%	4,891,282.00	-12.54%	4,278,107.61
2. Classified Salaries						
a. Base Salaries				5,044,248.23		3,923,921.00
b. Step & Column Adjustment				100,884.96		78,354.34
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,221,212.19)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	5,044,248.23	-22.21%	3,923,921.00	2.00%	4,002,275.34
3. Employee Benefits	3000-3999	6,827,196.54	1.81%	6,950,654.00	-2.19%	6,798,166.00
4. Books and Supplies	4000-4999	1,510,749.20	-19.45%	1,216,843.00	-38.23%	751,679.00
5. Services and Other Operating Expenditures	5000-5999	3,967,700.65	-7.50%	3,670,245.00	-16.49%	3,064,978.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	253,630.00	-100.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	103,342.00	2.40%	105,822.00	2.23%	108,182.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		26,342,215.24	-21.20%	20,758,767.00	-8.46%	19,003,387.95
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(0.09)		(457,333.00)		(78,221.95)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		535,849.09		535,849.00		78,516.00
2. Ending Fund Balance (Sum lines C and D1)		535,849.00		78,516.00		294.05
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		
b. Restricted	9740	535,849.45		78,516.00		294.05
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(0.45)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		535,849.00		78,516.00		294.05

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Since State and Federal stimulus funds expire , those positions funded by stimulus funds must revert back to the unrestricted general fund. Temporary positions and possible extra hours funded by one-time stimulus funds.

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	48,139,866.00	0.37%	48,320,373.00	1.04%	48,823,321.00
2. Federal Revenues	8100-8299	6,724,758.00	-29.11%	4,767,060.00	-32.31%	3,227,060.00
3. Other State Revenues	8300-8599	8,472,208.00	-50.25%	4,214,869.00	-0.48%	4,194,830.00
4. Other Local Revenues	8600-8799	3,431,895.00	0.29%	3,441,895.00	0.00%	3,441,895.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		66,768,727.00	-9.02%	60,744,197.00	-1.74%	59,687,106.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				27,694,415.74		24,331,530.46
b. Step & Column Adjustment				553,888.31		486,630.61
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(3,916,773.59)		(0.03)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	27,694,415.74	-12.14%	24,331,530.46	2.00%	24,818,161.04
2. Classified Salaries						
a. Base Salaries				11,049,930.48		10,960,732.00
b. Step & Column Adjustment				220,998.61		219,090.56
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(310,197.09)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	11,049,930.48	-0.81%	10,960,732.00	2.00%	11,179,822.56
3. Employee Benefits	3000-3999	15,623,462.88	6.19%	16,590,214.00	0.96%	16,749,814.00
4. Books and Supplies	4000-4999	2,596,824.20	-22.70%	2,007,299.00	-19.69%	1,611,977.00
5. Services and Other Operating Expenditures	5000-5999	8,486,069.65	-6.16%	7,963,423.00	-7.80%	7,342,179.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	966,008.00	-72.01%	270,390.00	0.00%	270,390.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(202,745.00)	2.40%	(207,611.00)	2.23%	(212,241.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		66,213,965.95	-6.49%	61,915,977.46	-0.25%	61,760,102.60
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		554,761.05		(1,171,780.46)		(2,072,996.60)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		3,473,985.99		4,028,747.04		2,856,966.58
2. Ending Fund Balance (Sum lines C and D1)		4,028,747.04		2,856,966.58		783,969.98
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740	535,849.45		78,516.00		294.05
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,456,478.00		873,506.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,986,419.00		1,854,943.00		733,675.00
2. Unassigned/Unappropriated	9790	0.59		1.58		0.93
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		4,028,747.04		2,856,966.58		783,969.98

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,986,419.00		1,854,943.00		733,675.00
c. Unassigned/Unappropriated	9790	1.04		1.58		0.93
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(0.45)		0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		1,986,419.59		1,854,944.58		733,675.93
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.00%		3.00%		1.19%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		4,112.39		4,030.28		3,949.80
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		66,213,965.95		61,915,977.46		61,760,102.60
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		66,213,965.95		61,915,977.46		61,760,102.60
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		1,986,418.98		1,857,479.32		1,852,803.08
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		1,986,418.98		1,857,479.32		1,852,803.08
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		NO		NO

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 4,112

District's ADA Standard Percentage Level: 1.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	4,508	4,508		
Charter School				
Total ADA	4,508	4,508	0.0%	Met
Second Prior Year (2019-20)				
District Regular	4,351	4,360		
Charter School				
Total ADA	4,351	4,360	N/A	Met
First Prior Year (2020-21)				
District Regular	4,208	4,203		
Charter School		0		
Total ADA	4,208	4,203	0.1%	Met
Budget Year (2021-22)				
District Regular	4,212			
Charter School	0			
Total ADA	4,212			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 4,112

District's Enrollment Standard Percentage Level: 1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	4,833	4,578		
Charter School				
Total Enrollment	**4,833**	**4,578**	**5.3%**	**Not Met**
Second Prior Year (2019-20)				
District Regular	4,506	4,475		
Charter School				
Total Enrollment	**4,506**	**4,475**	**0.7%**	**Met**
First Prior Year (2020-21)				
District Regular	4,398	4,418		
Charter School				
Total Enrollment	**4,398**	**4,418**	**N/A**	**Met**
Budget Year (2021-22)				
District Regular	4,322			
Charter School				
Total Enrollment	**4,322**			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

SYSD experienced a significant decline in enrollment in 2018-19. However the next 3 subsequent years, shows the decline in enrollment at a slower rate as compared to the 2018-19 school year.

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2018-19)			
District Regular	4,351	4,578	
Charter School		0	
Total ADA/Enrollment	**4,351**	**4,578**	**95.0%**
Second Prior Year (2019-20)			
District Regular	4,203	4,475	
Charter School			
Total ADA/Enrollment	**4,203**	**4,475**	**93.9%**
First Prior Year (2020-21)			
District Regular	4,203	4,418	
Charter School	0		
Total ADA/Enrollment	**4,203**	**4,418**	95.1%
		Historical Average Ratio:	94.7%

District's ADA to Enrollment Standard (historical average ratio plus 0.5%): 95.2%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2021-22)				
District Regular	4,112	4,322		
Charter School	0			
Total ADA/Enrollment	**4,112**	**4,322**	**95.1%**	**Met**
1st Subsequent Year (2022-23)				
District Regular	4,030	4,235		
Charter School				
Total ADA/Enrollment	**4,030**	**4,235**	**95.2%**	**Met**
2nd Subsequent Year (2023-24)				
District Regular	3,950	4,151		
Charter School				
Total ADA/Enrollment	**3,950**	**4,151**	**95.2%**	**Met**

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)[1] and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA[1] and its economic recovery target payment, plus or minus one percent.

[1] Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.
LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	4,203.10	4,211.89		
b. Prior Year ADA (Funded)		4,203.10	4,211.89	0.00
c. Difference (Step 1a minus Step 1b)		8.79	(4,211.89)	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.21%	-100.00%	0.00%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding				
b1. COLA percentage				
b2. COLA amount (proxy for purposes of this criterion)		0.00	0.00	0.00
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.00%	0.00%	0.00%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)		0.21%	-100.00%	0.00%
LCFF Revenue Standard (Step 3, plus/minus 1%):		-.79% to 1.21%	-101.00% to -99.00%	-1.00% to 1.00%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	23,096,043.00	23,096,043.00	23,096,043.00	23,096,043.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	45,857,926.00	47,874,836.00	48,055,343.00	48,558,291.00
District's Projected Change in LCFF Revenue:		4.40%	0.38%	1.05%
LCFF Revenue Standard:		-.79% to 1.21%	-101.00% to -99.00%	-1.00% to 1.00%
Status:		Not Met	Not Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

0% COLA in 20-21 and Super COLA of 5.07% in 21-22. The 21-22 COLA of 5.07% is a compounded COLA.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2018-19)	38,959,895.01	45,908,048.78	84.9%
Second Prior Year (2019-20)	37,212,130.62	41,249,279.41	90.2%
First Prior Year (2020-21)	33,388,473.41	39,067,006.79	85.5%
		Historical Average Ratio:	86.9%

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**83.9% to 89.9%**	**83.9% to 89.9%**	**83.9% to 89.9%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2021-22)	33,861,015.71	39,871,750.71	84.9%	Met
1st Subsequent Year (2022-23)	36,116,619.46	41,157,210.46	87.8%	Met
2nd Subsequent Year (2023-24)	37,669,248.65	42,756,714.65	88.1%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	0.21%	-100.00%	0.00%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-9.79% to 10.21%	-110.00% to -90.00%	-10.00% to 10.00%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-4.79% to 5.21%	-105.00% to -95.00%	-5.00% to 5.00%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2020-21)	12,009,715.88		
Budget Year (2021-22)	6,724,758.00	-44.01%	Yes
1st Subsequent Year (2022-23)	4,767,060.00	-29.11%	Yes
2nd Subsequent Year (2023-24)	3,227,060.00	-32.31%	Yes

Explanation: (required if Yes)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included are the one-time federal stimulus funds.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2020-21)	5,295,130.00		
Budget Year (2021-22)	8,472,208.00	60.00%	Yes
1st Subsequent Year (2022-23)	4,214,869.00	-50.25%	Yes
2nd Subsequent Year (2023-24)	4,194,830.00	-0.48%	No

Explanation: (required if Yes)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included are the one-time state stimulus funds.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2020-21)	9,339,161.98		
Budget Year (2021-22)	3,431,895.00	-63.25%	Yes
1st Subsequent Year (2022-23)	3,441,895.00	0.29%	Yes
2nd Subsequent Year (2023-24)	3,441,895.00	0.00%	No

Explanation: (required if Yes)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included in the 20-21 budget is the savings from the 2012 COPS refundng.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2020-21)	5,623,078.16		
Budget Year (2021-22)	2,596,824.20	-53.82%	Yes
1st Subsequent Year (2022-23)	2,007,299.00	-22.70%	Yes
2nd Subsequent Year (2023-24)	1,611,977.00	-19.69%	Yes

Explanation: (required if Yes)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included are the one time state and federal stimuls funds.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2020-21)	10,375,751.84		
Budget Year (2021-22)	8,486,069.65	-18.21%	Yes
1st Subsequent Year (2022-23)	7,963,423.00	-6.16%	Yes
2nd Subsequent Year (2023-24)	7,342,179.00	-7.80%	Yes

Explanation: (required if Yes)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included are the one time state and federal stimuls funds.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2020-21)	26,644,007.86		
Budget Year (2021-22)	18,628,861.00	-30.08%	Not Met
1st Subsequent Year (2022-23)	12,423,824.00	-33.31%	Not Met
2nd Subsequent Year (2023-24)	10,863,785.00	-12.56%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2020-21)	15,998,830.00		
Budget Year (2021-22)	11,082,893.85	-30.73%	Not Met
1st Subsequent Year (2022-23)	9,970,722.00	-10.04%	Not Met
2nd Subsequent Year (2023-24)	8,954,156.00	-10.20%	Not Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Federal Revenue (linked from 6B if NOT met)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included are the one-time federal stimulus funds.

Explanation: Other State Revenue (linked from 6B if NOT met)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included are the one-time state stimulus funds.

Explanation: Other Local Revenue (linked from 6B if NOT met)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included in the 20-21 budget is the savings from the 2012 COPS refundng.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6B if NOT met)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included are the one time state and federal stimuls funds.

Explanation: Services and Other Exps (linked from 6B if NOT met)
The 20-21 budget includes 19-20 carryover budgets, whereas the subsequent years do not include carryover budgets. Also, included are the one time state and federal stimuls funds.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Per SB 98 and SB 820 of 2020, resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690 are excluded from the total general fund expenditures calculation.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? **No**

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) **0.00**

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690)	63,213,965.95			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)	0.00	3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution[1] to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	63,213,965.95	1,896,418.98	2,065,297.67	Met

[1] Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- [ ] Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- [ ] Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- [ ] Other (explanation must be provided)

Explanation:
(required if NOT met and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2018-19)	Second Prior Year (2019-20)	First Prior Year (2020-21)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	1,030,686.53	572,410.00	2,206,102.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	0.00	0.60	0.90
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	(0.36)
e. Available Reserves (Lines 1a through 1d)	1,030,686.53	572,410.60	2,206,102.54
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	69,817,357.12	61,549,855.11	73,687,067.56
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	69,817,357.12	61,549,855.11	73,687,067.56
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	1.5%	0.9%	3.0%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	0.5%	0.3%	1.0%

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2018-19)	(4,220,092.68)	46,389,048.78	9.1%	Not Met
Second Prior Year (2019-20)	(465,625.54)	41,274,099.41	1.1%	Not Met
First Prior Year (2020-21)	(406,907.79)	39,217,349.08	1.0%	Met
Budget Year (2021-22) (Information only)	554,761.14	39,871,750.71		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage levels for two or more of the previous three fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budgets, and what change, if any, will be made to ensure that the subsequent budgets are balanced within the standard.

Explanation:
(required if NOT met)

The deficit spending is due to the decline in State Revenues, decline in ADA and a decline in enrollment.

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	District ADA		
1.7%	0	to	300
1.3%	301	to	1,000
1.0%	1,001	to	30,000
0.7%	30,001	to	400,000
0.3%	400,001	and	over

[1] Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4): 4,112

District's Fund Balance Standard Percentage Level: 1.0%

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2018-19)	8,066,360.96	5,326,561.90	34.0%	Not Met
Second Prior Year (2019-20)	2,682,917.28	1,106,469.23	58.8%	Not Met
First Prior Year (2020-21)	179,910.28	3,345,044.69	N/A	Met
Budget Year (2021-22) (Information only)	2,938,136.90			

[2] Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted general fund beginning balance was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting the beginning unrestricted fund balance, and what changes, if any, will be made to improve the accuracy of projecting the unrestricted beginning fund balance.

Explanation:
(required if NOT met)

For 18-19, the significant change is due to an unanticipated contribution from the unrestricted GF to the cafeteria fund in the amount of $481,000. In addition, the 18-19 BFB was further reduced due to the ADA overpayment that was initially recorded as a liability (object code 9590).

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or $71,000 (greater of)	0	to	300
4% or $71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

[1] Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	4,112	4,030	3,950
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? No
2. If you are the SELPA AU and are excluding special education pass-through funds:
   a. Enter the name(s) of the SELPA(s):

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	66,213,965.95	61,915,977.46	61,760,102.60
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	66,213,965.95	61,915,977.46	61,760,102.60
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	1,986,418.98	1,857,479.32	1,852,803.08
6. Reserve Standard - by Amount ($71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. **District's Reserve Standard (Greater of Line B5 or Line B6)**	**1,986,418.98**	**1,857,479.32**	**1,852,803.08**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	1,986,419.00	1,854,943.00	733,675.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	1.04	1.58	0.93
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	(0.45)	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	1,986,419.59	1,854,944.58	733,675.93
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.00%	3.00%	1.19%
District's Reserve Standard (Section 10B, Line 7):	**1,986,418.98**	**1,857,479.32**	**1,852,803.08**
Status:	Met	Not Met	Not Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected available reserves are below the standard in one or more of the budget or two subsequent fiscal years. Provide reasons for reserves falling below the standard and what plans and actions are anticipated to be taken to increase reserves to, or above, the standard.

Explanation:
(required if NOT met)

Not meeting this standard is due to the increases in Special Education costs and pension liability costs. In addition, the district continues to experience a decline in enrollment/ADA; a decline of 80-100 students per year. The district will need toimplement a budget reduction plan each year.

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget? No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources? No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -$20,000 to +$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2020-21)	(8,186,010.71)			
Budget Year (2021-22)	(8,416,609.15)	230,598.44	2.8%	Met
1st Subsequent Year (2022-23)	(8,584,942.00)	168,332.85	2.0%	Met
2nd Subsequent Year (2023-24)	(8,756,641.00)	171,699.00	2.0%	Met
1b. Transfers In, General Fund *				
First Prior Year (2020-21)	0.00			
Budget Year (2021-22)	0.00	0.00	0.0%	Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2020-21)	150,342.29			
Budget Year (2021-22)	0.00	(150,342.29)	-100.0%	Not Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

The contribution from the GF to the Cafeteria fund is for one year only. We do not anticipate a need for a contribution in the 2 subsequent years.

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments? (If No, skip item 2 and Sections S6B and S6C) — Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2021
Leases				
Certificates of Participation	28	Fund 49	Fund 52	31,519,715
General Obligation Bonds	33	Fund 21	Fund 51	147,108,310
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Fund 01	Fund 01	554,053
Other Long-term Commitments (do not include OPEB):				
QZAB	1	Fund 01 RDA funds	Fund 01 RDA funds	253,630
Pension Liability		Fund 01	Fund 01	63,801,611
ADA Overstatement Repayment	6	Fund 01	Fund 01	2,064,325
TOTAL:				245,301,644

Type of Commitment (continued)	Prior Year (2020-21) Annual Payment (P & I)	Budget Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Leases				
Certificates of Participation	3,364,425	3,427,082	3,486,154	3,562,525
General Obligation Bonds	6,691,744	7,030,869	7,293,869	7,637,950
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
QZAB	253,630	253,630		
Pension Liability				
ADA Overstatement Repayment	712,378	712,378	270,390	270,390
Total Annual Payments:	11,022,177	11,423,959	11,050,413	11,470,865
Has total annual payment increased over prior year (2020-21)?		Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes to increase in total annual payments)

The increase in annual payments will be funded by ad valorum property taxes. COPS will be funded by CFDs (Mello Roos).

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2.

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5) — Yes

2. For the district's OPEB:
   a. Are they lifetime benefits? — No
   b. Do benefits continue past age 65? — No
   c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? — Pay-as-you-go
   b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
0	0

4. OPEB Liabilities

a. Total OPEB liability	17,019,214.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	17,019,214.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	Jun 30, 2019

5. OPEB Contributions

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	832,216.00	966,239.00	1,021,773.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	300,000.00	547,024.00	577,358.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	300,000.00	547,024.00	577,358.00
d. Number of retirees receiving OPEB benefits	35	35	35

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

   No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs	
b. Unfunded liability for self-insurance programs	

4. Self-Insurance Contributions

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
a. Required contribution (funding) for self-insurance programs			
b. Amount contributed (funded) for self-insurance programs			

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:
The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of certificated (non-management) full-time-equivalent (FTE) positions	235.0	232.0	232.0	232.0

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits: 257,120

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
7. Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	2,204,000	2,204,000	2,204,000
3. Percent of H&W cost paid by employer	capped at $9,500	capped at $9,500	capped at $9,500
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	415,627	423,940	432,419
3. Percent change in step & column over prior year	2.0%	2.0%	2.0%

Certificated (Non-management) Attrition (layoffs and retirements)

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of classified (non-management) FTE positions	207.0	207.0	207.0	207.0

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 158,628

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
7. Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	1,966,500	1,966,500	1,966,500
3. Percent of H&W cost paid by employer	capped at $9500	capped at $9500	capped at $9500
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	235,632	240,345	245,152
3. Percent change in step & column over prior year	2.0%	2.0%	2.0%

Classified (Non-management) Attrition (layoffs and retirements)

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of management, supervisor, and confidential FTE positions	31.0	29.0	29.0	29.0

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	No	No	No
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits: 50,000

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	275,500	275,500	275,500
3. Percent of H&W cost paid by employer	capped at $9500	capped at $9500	capped at $9500
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step and column adjustments	92,948	94,807	96,703
3. Percent change in step & column over prior year	2.0%	2.0%	2.0%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of other benefits included in the budget and MYPs?	No		
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?	Yes
2. Adoption date of the LCAP or an update to the LCAP.	Jun 24, 2021

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

SAN YSIDRO ELEMENTARY

2021-22 PROJECTED CASHFLOW

UPDATE DATE	ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/12/2021	APRIL	68379	03300	N. Schuff

District's authorizing signature

				JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER (NEGATIVE END BAL)	JANUARY (see detail below)	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th	2021-22 Proposed Budget
			BEGINNING BALANCE:	$ (60,214)	$ (2,413,868)	$ (2,637,624)	$ (2,688,051)	$ (3,533,473)	$ (3,896,014)	$ 2,675,198	$ 3,979,775	$ 2,373,731	$ 1,160,888	$ 4,835,204	$ 4,874,131		
	LCFF SOURCES																
1.1	8011		LCFF	$ 1,196,821	$ 1,196,821	$ 2,154,277	$ 2,154,277	$ 2,154,277	$ 2,154,277	$ 2,154,277	$ 2,154,277	$ 2,154,277	$ 2,154,277	$ 2,154,277	$ 2,154,277	$ 23,936,415	$ 23,936,415
1.2	8021-8046		Property Taxes	$ 76,175	$ 433,108	$ 67,469	$ 300,347	$ 850,982	$ 6,981,969	$ 3,321,223	$ 544,106	$ 544,106	$ 5,597,763	$ 2,502,888	$ 544,106	$ 21,764,242	$ 21,764,242
1.3	8012		EPA	$ -	$ -	$ 210,595	$ -	$ -	$ 210,595	$ -	$ -	$ 210,595	$ -	$ -	$ 210,595	$ 842,378	$ 842,378
1.4	8047		RDA Residual Balance & CBP	$ -	$ -	$ -	$ -	$ -	$ -	$ 665,901	$ -	$ -	$ -	$ -	$ 665,901	$ 1,331,801	$ 1,331,801
1.5	8096		Charter In Lieu Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1.6	8097		Special Education - Prop Tax Transfer	$ -	$ -	$ -	$ -	$ 66,258	$ -	$ -	$ -	$ 66,258	$ -	$ -	$ 66,258	$ 198,773	$ 265,030
1.7	Multiple		Other Revenue Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	8000-8099		TOTAL LCFF SOURCES	$ 1,272,996	$ 1,629,929	$ 2,432,341	$ 2,454,624	$ 3,071,517	$ 9,346,841	$ 6,141,401	$ 2,698,383	$ 2,975,235	$ 7,752,040	$ 4,657,165	$ 3,641,136	$ 48,073,609	$ 48,139,866
	FEDERAL REVENUE																
2.1	8110		Impact Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.2	8181&8182		Special Education	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 953,636
2.3	8285	3010 Rec-	Federal Pass Through	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2.4	8290	3010&3025	Title I - Fed Cash Mgmt System	$ -	$ -	$ 324,989	$ -	$ -	$ 324,989	$ -	$ -	$ 324,989	$ -	$ -	$ 324,989	$ 1,299,954	$ 1,299,954
2.5	8290	4035	Title II - Fed Cash Mgmt System	$ -	$ -	$ 44,150	$ -	$ -	$ 44,150	$ -	$ -	$ 44,150	$ -	$ -	$ 44,150	$ 176,600	$ 176,600
2.6	8290	4201&4203	Title III - Fed Cash Mgmt System	$ -	$ -	$ 73,812	$ -	$ -	$ 73,812	$ -	$ -	$ 73,812	$ -	$ -	$ 73,812	$ 295,248	$ 295,248
2.7	Multiple		Other Federal	$ -	$ 16,100	$ 33,952	$ 24,753	$ 16,601	$ 59,165	$ 45,478	$ 290	$ 11,878	$ 1,878	$ 101,138	$ 130,884	$ 442,116	$ 481,622
2.8	Multiple		Other Federal (One-Time Funding)														
2.9	8290	3212	One-Time Funding ESSER II														$ 3,517,898
	8100-8299		TOTAL FEDERAL REVENUE	$ -	$ 16,100	$ 476,903	$ 24,753	$ 16,601	$ 502,115	$ 45,478	$ 290	$ 454,828	$ 1,878	$ 101,138	$ 573,834	$ 2,213,918	$ 6,724,758
	OTHER STATE REVENUE																
3.1	8311-8319	6500&6510	PA Sp. Ed. (SDUSD, Poway & Infant)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.2	8311-8319		PA Recomputations CY & PY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3.3	8550		Mandate Block	$ -	$ -	$ -	$ -	$ 137,820	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 137,820	$ 137,820
3.4	8560		Lottery	$ -	$ -	$ -	$ -	$ -	$ -	$ 209,104	$ -	$ -	$ 209,104	$ -	$ 209,104	$ 627,313	$ 836,417
3.5	8590	7690	STRS On-behalf - Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000
3.6	Multiple		Other State	$ -	$ 7,594	$ 10,775	$ 13,297	$ 41,204	$ (3,492)	$ 35,574	$ 24,764	$ -	$ 50,198	$ -	$ 34,812	$ 214,726	$ 271,000
3.7	Multiple		Other State (One-Time Funding)													$ -	
3.8	8590	7422	One-Time Funding IPI Grant		$ 736,349											$ 736,349	
3.9	8590	7425&7426	One-Time Funding ELO Grant		$ 2,113,486											$ 2,113,486	$ 4,226,971
	8300-8599		TOTAL OTHER STATE REVENUE	$ -	$ 2,857,428	$ 10,775	$ 13,297	$ 179,024	$ (3,492)	$ 244,679	$ 24,764	$ -	$ 259,303	$ -	$ 3,243,916	$ 6,829,693	$ 8,472,208
	OTHER LOCAL REVENUE																
4.1	8792	SPED	PA Special Education - Pass Through	$ 110,791	$ 110,791	$ 199,424	$ 199,424	$ 199,424	$ 199,424	$ 199,424	$ 199,424	$ 199,424	$ 199,424	$ 199,424	$ 199,424	$ 2,215,820	$ 2,215,820
4.2	Multiple		Other Local	$ (25,595)	$ 14,405	$ 43,313	$ 42,456	$ 36,083	$ 81,183	$ 69,405	$ 103,562	$ 30,329	$ 144,475	$ 40,612	$ 200,024	$ 780,251	$ 1,216,075
	8600-8799		TOTAL OTHER LOCAL REVENUE	$ 85,196	$ 125,196	$ 242,737	$ 241,880	$ 235,507	$ 280,607	$ 268,829	$ 302,986	$ 229,753	$ 343,898	$ 240,036	$ 399,448	$ 2,996,071	$ 3,431,895
	OTHER FINANCING SOURCES																
5.1	8900-8998		Transfers In & Other Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	8900-8998		TOTAL OTHER FINANCING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	8000-8998		TOTAL REVENUE	$ 1,358,192	$ 4,628,653	$ 3,162,755	$ 2,734,553	$ 3,502,648	$ 10,126,071	$ 6,700,386	$ 3,026,423	$ 3,659,816	$ 8,357,119	$ 4,998,339	$ 7,858,334	$ 60,113,290	$ 66,768,727
	SALARIES & BENEFITS																
6.1	1000-1999		Certificated	$ 2,154,560	$ 2,207,073	$ 2,805,786	$ 2,114,111	$ 2,260,520	$ 2,255,424	$ 2,260,501	$ 2,246,282	$ 2,272,118	$ 2,276,511	$ 2,303,469	$ 2,353,294	$ 27,509,650	$ 27,694,416
6.2	2000-2999		Classified	$ 861,281	$ 909,948	$ 1,009,522	$ 885,828	$ 913,067	$ 883,972	$ 887,476	$ 894,723	$ 901,523	$ 911,278	$ 916,030	$ 1,039,254	$ 11,013,902	$ 11,049,930
6.3	3000-3999		Benefits	$ 860,576	$ 850,755	$ 905,183	$ 848,270	$ 842,005	$ 856,744	$ 845,152	$ 881,491	$ 845,571	$ 854,800	$ 847,809	$ 1,361,402	$ 10,799,758	$ 12,623,463
6.4	3101-3112	7690	STRS On-behalf - Expense												$ 3,000,000	$ 3,000,000	$ 3,000,000
6.5	1000-3999		Salaries & Benefits (One-Time Funding)														
	1000-3999		TOTAL SALARIES & BENEFITS	$ 3,876,417	$ 3,967,776	$ 4,720,490	$ 3,848,209	$ 4,015,592	$ 3,996,140	$ 3,993,129	$ 4,022,496	$ 4,019,212	$ 4,042,589	$ 4,067,309	$ 7,753,951	$ 52,323,310	$ 54,367,809
	OTHER EXPENDITURES																
7.1	4000-4999		Supplies	$ 34,751	$ 334,231	$ 353,021	$ 327,749	$ 168,365	$ 96,798	$ 165,869	$ 108,669	$ 91,204	$ 102,647	$ 151,890	$ 699,059	$ 2,634,250	$ 2,596,824
7.2	5500-5599		Utilities	$ 43,756	$ 125,506	$ 83,146	$ 156,788	$ 55,153	$ 97,707	$ 115,589	$ 29,098	$ 75,748	$ 72,293	$ 97,212	$ 70,196	$ 1,022,190	$ 1,060,000
7.3	5000-5999		Other Services (Excl. Utilities)	$ 345,484	$ 539,801	$ 662,595	$ 540,187	$ 426,429	$ 410,071	$ 1,113,879	$ 410,577	$ 530,750	$ 464,775	$ 609,154	$ 968,641	$ 7,042,344	$ 7,426,070
7.4	6000-6999		Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7.5	7200-7299		Pass Through Revenues													$ -	$ -
7.6	7000-7998		Transfers Out, Other Uses & Other	$ -	$ 69,908	$ 137,662	$ (40,716)	$ 9,158	$ 48,429	$ 7,343	$ 61,627	$ 155,744	$ 498	$ 33,848	$ (38,491)	$ 445,011	$ 763,263
7.7	4000-7999		Other Expenditures (One-Time Funding)														
	4000-7998		TOTAL OTHER EXPENDITURES	$ 423,990	$ 1,069,445	$ 1,236,424	$ 984,007	$ 659,105	$ 653,004	$ 1,402,680	$ 609,972	$ 853,447	$ 640,214	$ 892,103	$ 1,719,404	$ 11,143,795	$ 11,846,157

SAN YSIDRO ELEMENTARY

2021-22 PROJECTED CASHFLOW

UPDATE DATE	ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/12/2021	APRIL	68379	03300	N. Schuff

District's authorizing signature

		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER (NEGATIVE END BAL - see detail below)	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL July - June 30th	2021-22 Proposed Budget
CMAT	BEGINNING BALANCE:	$ (60,214)	$ (2,413,868)	$ (2,637,624)	$ (2,688,051)	$ (3,533,473)	$ (3,896,014)	$ 2,675,198	$ 3,979,775	$ 2,373,731	$ 1,160,888	$ 4,835,204	$ 4,874,131		
1000-7998	TOTAL EXPENDITURES	$ 4,300,407	$ 5,037,221	$ 5,956,914	$ 4,832,216	$ 4,674,697	$ 4,649,144	$ 5,395,809	$ 4,632,468	$ 4,872,659	$ 4,682,803	$ 4,959,412	$ 9,473,355	$ 63,467,105	$ 66,213,966

			Beginning Bal	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Ending Balance
ASSETS																
8.1	9111-9199	Other Cash Equivalents	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.2	9200-9299	Receivables	$ (3,114,261)	$ -	$ -	$ 2,019,976	$ -	$ -	$ 1,094,285	$ -	$ -	$ -	$ -	$ -	$ -	$ (0)
8.3	9300-9319	Temporary Loans / Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.4	9320-9499	Other Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8.5	92XX	Deferrals (Excl. Adj & PY Recomp)	$ (6,280,154)	$ 1,677,072	$ 1,273,323	$ 1,268,011	$ 1,252,241	$ 809,507	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,353,701)	$ (2,353,701)
	9111-9499	TOTAL ASSETS (Including Cash 9110)	########	$ 1,677,072	$ 1,273,323	$ 3,287,987	$ 1,252,241	$ 809,507	$ 1,094,285	$ -	$ -	$ -	$ -	$ -	$ (2,353,701)	$ (2,353,701)
CURRENT LIABILITIES			Beginning Bal													Ending Balance
9.1	9500-9599	Payables	$ 2,721,277	$ (1,088,511)	$ (1,088,511)	$ (544,255)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (0)
9.2	9650-9659	Unearned Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	9500-9659	TOTAL CURRENT LIABILITIES	$ 2,721,277	$ (1,088,511)	$ (1,088,511)	$ (544,255)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (0)
OTHER ACTIVITY			Beginning Bal													Ending Balance
10.1	9793	Audit Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10.2	9795	Other Restatements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10.3	7999	Expense Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10.4	8999	Revenue Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10.5	9910	Payroll Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10.6	Multiple	Treasury Reconciling Items														$ -
	9111-9499	TOTAL OTHER ACTIVITY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		ENDING BALANCE SUBTOTAL Prior to Borrowing		$ (2,413,868)	$ (2,637,624)	$ (2,688,051)	$ (3,533,473)	$ (3,896,014)	$ 2,675,198	$ 3,979,775	$ 2,373,731	$ 1,160,888	$ 4,835,204	$ 4,874,131	$ 905,409	$ (5,767,730)
BORROWING ACTIVITY			Beginning Bal													Ending Balance
11.1	9640	TRAN / TTF Principal Amounts		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11.2	8660	TRAN / TTF Premium		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11.3	5800	TRAN / TTF Issuance Cost & Interest		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11.4	9135&9640	TRAN / TTF Repayment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11.5	9600-9619	Temporary Loans / Due To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11.6	9629-9649	Other Liabilities (Excluding TRAN)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL BORROWING ACTIVITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions	$ (6,673,139)													$ (6,673,139)
		ENDING CASH BALANCE	9110	$ (2,413,868)	$ (2,637,624)	$ (2,688,051)	$ (3,533,473)	$ (3,896,014)	$ 2,675,198	$ 3,979,775	$ 2,373,731	$ 1,160,888	$ 4,835,204	$ 4,874,131	$ 905,409	$ 905,409

District San Ysidro School District
CDS #: 37 68379 0000000

Adopted Budget
2021-22 Budget Attachment
Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	**2021-22 Budget**	Objects 9780/9789/9790
01	General Fund/County School Service Fund	$3,442,897.00	Form 01
17	Special Reserve Fund for Other Than Capital (	$0.00	Form 17
Assigned and Unassigned Ending Fund Balances		$3,442,897.00	
	District Standard Reserve Level	3%	Form 01CS Line 10B-4
t Minimum Reserve for Economic Uncertainties		$1,986,419.00	Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	$1,456,478.00	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
Form	**Fund**	**2021-22 Budget**	**Description of Need**
01	General Fund/County School Service Fund	$1,456,478.00	ADA Overstatement Repayment
	Insert Lines above as needed		
	Total of Substantiated Needs	$1,456,478.00	

Remaining Unsubstantiated Balance **$0.00** **Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 20/21-0035 AUTHORIZING THE BORROWING OF FUNDS FISCAL YEAR 2021-22 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2021-22 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 2021-22 as a result of a combination of deferred State revenues from fiscal year 2020-21 and the timing of fiscal year 2021-22 receipts and disbursements. 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 in August 2021.

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. 20/21-0035. *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?	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

RESOLUTION NO. 20/21-0035

RESOLUTION OF SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2021-22 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2021-22 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, 2022 (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 2021-22 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 issuance of the Notes, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2020-21 or Fiscal Year 2021-22 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 2020-21 or Fiscal Year 2021-22 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 2020-21 in at least the minimum amount recommended, and has budgeted to fund its Reserve for Economic Uncertainties for Fiscal Year 2021-22 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

2021-22 TAX AND REVENUE ANTICIPATION NOTE

Interest Rate	Maturity Date	Date of Original Issue
%	June 30, 2022	_____ __, 2021

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, 2022 (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, Secretary of the Board, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a Regular Board meeting of the Board duly and regularly held at the regular meeting place thereof on the 10th day of June, 2021, 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 San Ysidro, California, 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: June 10, 2021

_____

Gina A. Potter, Ed.D.
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 2021**

Dated as of August 1, 2021

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TRUST AGREEMENT

This Trust Agreement (the "Trust Agreement"), dated as of August 1, 2021, 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, each Issuer participating in the Program has executed a pricing confirmation, 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 2021 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 August 1, 2021, 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, 2022, 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, 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 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 2021

Evidencing and Representing a Proportionate
Undivided Interest of the Owner Hereof
in Notes issued by San Diego County

Interest Rate	Principal Payment Date	Date of Delivery	CUSIP
____%	[Maturity Date]	August __, 2021	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 2021 (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 2021" (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 August 1, 2021 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 2021-22, 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: August __, 2021

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: 2021-22 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 2021-22 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 2021

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 2021**

Dated as of August 1, 2021

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TRUST AGREEMENT

This Trust Agreement (the "Trust Agreement"), dated as of August 1, 2021, 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, each Issuer participating in the Program has executed a pricing confirmation, 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 2021 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 August 1, 2021, 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, 2022, 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 2021

Evidencing and Representing a Proportionate
Undivided Interest of the Owner Hereof
in Notes issued by San Diego County

Interest Rate	Principal Payment Date	Date of Delivery	CUSIP
____%	[Maturity Date]	August __, 2021	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 2021 (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 2021" (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 August 1, 2021 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 2021-22, 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: August __, 2021

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: 2021-22 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 2021-22 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 2021

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 2021A-1	**SERIES 2021A-2**
(TAX-EXEMPT)	**(FEDERALLY TAXABLE)**

CONTRACT OF PURCHASE

_____, 2021

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 4:00 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 2021A-1 (Tax-Exempt) (the "Series 2021A-1 Note Participations") are being delivered pursuant to the terms of a Trust Agreement, dated as of August 1, 2021 (the "Series 2021A-1 Trust Agreement"), by and among the County, the Districts designated as the "Series 2021A-1 Districts" in Appendix A hereto (the "Series 2021A-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 2021A-2 (Federally Taxable) (the "Series 2021A-2 Note Participations," and together with the Series 2021A-1 Note Participations, the "Note Participations") are being delivered pursuant to the terms of a Trust Agreement, dated as of August 1, 2021 (the "Series 2021A-2 Trust Agreement," and together with the Series 2021A-1 Trust Agreement, the "Trust Agreements," and each, a "Trust Agreement"), by and among the County, the Districts designated as the "Series 2021A-2 Districts" in Appendix A

hereto (the "Series 2021A-2 Districts" and together with the Series 2021A-1 Districts, the "Districts"), and the Trustee.

The Note Participations shall be dated their date of delivery, shall mature on [June 30, 2022] as set forth in Appendix B hereto, and shall 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 identified in the respective Trust Agreements and in Appendix A hereto, 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 of the 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 (the "Pricing Confirmations"). Also set forth hereto in the Pricing Confirmations attached as Appendix B hereto are the purchase prices of each of the Districts' respective Notes. 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 of the Districts listed in Appendix A.

The aggregate purchase price for the Series 2021A-1 Note Participations shall be $_____ (consisting of the $_____ aggregate principal amount of the Series 2021A-1 Note Participations, plus original issue premium of $_____, less $_____ of Underwriters' discount). The aggregate purchase price for the Series 2021A-2 Note Participations shall be $_____ (consisting of the $_____ aggregate principal amount of the Series 2021A-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), received in or accrued each District's 2021-2022 fiscal year, 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 pledged certain Unrestricted Revenues received, accrued or held by the District and provided for or attributable to the District's 2021-2022 fiscal year, 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 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 and credited to subaccounts of that Fund, one of which shall be established for each of the Districts under each of the respective Trust Agreements 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. Public Offering and Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the County in establishing the issue price of the Series 2021A-1 Note Participations and each underwriter allotted Series 2021A-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 2021A-1 Note Participations. All actions to be taken by the County under this section to establish the issue price of the Series 2021A-1 Note Participations may be taken on behalf of the County by the Municipal Advisor to 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 2021A-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 2021A-1 Note Participations. If at that time the 10% test has not been satisfied as to any maturity of the Series 2021A-1 Note Participations, the Underwriters agree to promptly report to the District the prices at which it sells the unsold Series 2021A-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 2021A-1 Note Participations of that maturity or until all Series 2021A-1 Note Participations of that maturity have been sold to the public.

(c) The Underwriters confirm that they have offered the Series 2021A-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 2021A-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 2021A-1 Note Participations, the Underwriters will neither offer nor sell unsold Series 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-1 Note Participations of that maturity or all Series 2021A-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 2021A-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 2021A-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 Underwriters further acknowledge 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 2021A-1 Note Participations.

(e) The Underwriters acknowledge that sales of any Series 2021A-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 2021A-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 2021A-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 2021A-1 Note Participations to the public); and

(iii) a purchaser of any of the Series 2021A-1 Note Participations is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or 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 (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 rules of the Municipal Securities Rulemaking Board. If, at any time prior to 25 days after the initial delivery of the Series 2021A-1 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.

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 2021-2022 and the issuance of tax and revenue anticipation notes therefor (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 July 13, 2021 (the "County Resolution Regarding Districts").

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. 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.

6. The County hereby authorizes, on behalf of the Districts, the Trust Agreements, the County Resolution Regarding Districts, the District Resolutions and the Official Statement and the information 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 August ___, 2021, 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 Regarding Districts 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 Regarding Districts 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 Regarding Districts 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 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 the light of the circumstances under which they were made, not misleading.

(c) The Official Statement, except for information 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 necessary to make the statements therein, in the 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 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 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 law or administrative regulation of the State of California 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 or 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 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 Trust Agreements 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 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 in any way contesting or affecting the validity of the applicable District Resolution, the

Trust Agreements, 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, with respect to the Series 2021A-1 Districts, contesting the exclusion from gross income of interest on the Series 2021A-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 Notes, when issued, delivered and paid for as herein provided, will have been duly authorized, executed and issued and will constitute legal, valid and binding special obligations of the District entitled to the benefits of the respective District Resolution, and enforceable in accordance with their 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 Regarding Districts, 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 Regarding Districts, 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 Regarding Districts 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 include the interest received on obligations of the general character of the Series 2021A-1 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 of California shall have been amended, or proposed legislation shall have been enacted by the State of California, or a decision shall have been rendered by a court of the State of California, 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 of California, with respect to California 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 California 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) an event described in Paragraph 3 hereof occurs which in the opinion of the Representative requires or has required a supplement or amendment to the Official Statement and the effect of which, in the judgment of the Representative, would materially adversely affect the marketability or the market price 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 Regarding Districts 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 Regarding Districts.

(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 2021A-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 Districts, with respect to the due authorization, execution and delivery of the Notes, in form and substance acceptable to Bond Counsel.

(vii) 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 Agreements and to execute and deliver the Note Participations.

(viii) The Official Statement.

(ix) The fully executed Trust Agreements.

(x) A certified copy of each District Resolution.

(xi) A certified copy of the County Resolution Regarding Districts.

(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 "____" 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 2021A-1 Districts of a tax certificate acceptable to Bond Counsel related to the Series 2021A-1 Note Participations.

(xiv) A certificate from each District to the effect that:

(A) All representations and warranties set forth in the respective District Resolutions and this Purchase Contract are true and correct on the date hereof and will be true and correct on the date of 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 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 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 Regarding Districts 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 Regarding Districts has been delivered to the Underwriters, and the County Resolution Regarding Districts 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 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.

(xi) The Note Participations, executed by the Trustee, in a form consistent with the terms of the respective Trust Agreements.

(xii) 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.

(xiii) 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 and the Underwriters set forth in paragraphs 9, 10 and 12 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 Regarding Districts, 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; (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; and (vi) 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.

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 Notes 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) of this Paragraph 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.

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 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 of California.

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.

[REMAINDER OF PAGE LEFT BLANK]

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 August, 2021:

COUNTY OF SAN DIEGO, on behalf of
the School Districts listed in Appendix A

By: _____
Tracy Drager
Auditor and Controller

APPENDIX A

NOTE PARTICIPANTS

Series 2021A-1 Districts

Series 2021A-2 Districts

APPENDIX B

PRICING CONFIRMATIONS

[SEE FOLLOWING PAGES]

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 2021A-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. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Note Participations is attached to this certificate as Schedule B.

(b) As set forth in the Contract of Purchase, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Note Participations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Each Underwriter (as defined below) has agreed in the Contract of Purchase that it will not offer or sell any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Note Participations during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Note Participations listed in Schedule A hereto as the "General Rule Maturities."

(b) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the members of the Underwriting Group have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(c) *Issuers* means the County of San Diego, California and _____.

(d) *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.

(e) *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.

(f) *Sale Date* means August ___, 2021.

(g) *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 $_____.

(b) We have calculated the arbitrage yield with respect to the Note Participations to be _____%. We express no view regarding the legal sufficiency of such computations or the correctness of any legal interpretation made by Bond Counsel.

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: August ___, 2021

J.P. MORGAN SECURITIES LLC,
as Representative

By: _____
Authorized Officer

SCHEDULE A

Maturity Date	*Amount*	*Coupon*	*Yield*	*Initial Offering Price*
*				

* General Rule Maturity

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX D

FORM OF UNDERWRITERS' COUNSEL OPINION

August ___, 2021

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 2021A-1	SERIES 2021A-2
(TAX-EXEMPT)	(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 2021A-1 (Tax-Exempt) (the "Series 2021A-1 Note Participations") and $_____ County of San Diego and San Diego County School Districts Tax and Revenue Anticipation Note Program, Note Participations, Series 2021A-2 (Federally Taxable) (the "Series 2021A-2 Note Participations," and together with the Series 2021A-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 2021A-1 Note Participations are being executed and delivered pursuant to the terms of a Trust Agreement, dated as of August 1, 2021 (the "Series 2021A-1 Trust Agreement"), by and among the County of San Diego (the "County"), the school districts named in Schedule I to the Series 2021A-1 Trust Agreement (the "Series 2021A-1 Districts"), and Wilmington Trust, N.A., as trustee (the "Trustee"). The Series 2021A-2 Note Participations are being delivered pursuant to the terms of a Trust Agreement, dated as of August 1, 2021 (the "Series 2021A-2 Trust Agreement," and together with the Series 2021A-1 Trust Agreement, the "Trust Agreements," and each, a "Trust Agreement"), by and among the County, the school districts named in Schedule I to the Series 2021A-2 Trust Agreement (the "Series 2021A-2 Districts" and together with the Series 2021A-1 Districts, the "Districts"), and the Trustee. The Note Participations evidence and represent 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, including the Continuing Disclosure Agreement relating to the Note Participations set forth in each Trust Agreement (together, the "Continuing Disclosure Agreements"); (ii) the District Resolutions; (iii) the Contract of Purchase relating to the Note Participations, dated August ___, 2021 (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 Official Statement relating to the Note Participations, dated August ___, 2021 (the "Official Statement"); (v) the final approving opinions and disclosure counsel letter of Hawkins Delafield & Wood LLP, as Bond Counsel and Disclosure Counsel; (vi) 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 (vii) 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 electronic version of the Official Statement and for all purposes of this letter, we have assumed that any electronic version of the Official Statement is identical in all respects to the printed version of the Official Statement.

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 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 Official Statement.

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, dated August ___, 2021 (the "Preliminary Official Statement") with respect to the Note Participations 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, representatives of the County, including Bond Counsel, Disclosure Counsel, and Government Financial Strategies inc., as municipal advisor, and representatives of the Districts, during which conferences the contents of the 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 law, 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 the 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 the 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, and (v) any information with respect to the rating on the Note Participations and the rating agency referenced therein, including, but not limited to, information under the caption "RATING"). 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 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 District Resolutions, the Trust Agreements or 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 2021A

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 August ___, 2021 (the "Preliminary Official Statement") and final Official Statement dated August ___, 2021 (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 2021A (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 August 1, 2021 (the "Series 2021A-1 Trust Agreement"), among Wilmington Trust, N.A. (the "Trustee"), the County and Mountain Empire Unified School District (the "Series 2021A-1 Participant") and a Trust Agreement, dated as of August 1, 2021 (the "Series 2021A-2 Trust Agreement" and together with the Series 2021A-1 Trust Agreement, the "Trust Agreements"), among the Trustee, the County and certain school districts in the County identified therein (the "Series 2021A-2 Participants" and together with the Series 2021A-1 Participant, 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 "2021-2022 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.

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 the 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,

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

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 2021A-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 2021A-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 2021A-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 2021A-1 NOTE PARTICIPATIONS" and "TAX MATTERS – SERIES 2021A-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 2021A-1 (TAX-EXEMPT)
$[A2 Principal Amount]* SERIES 2021A-2 (FEDERALLY TAXABLE)

Evidencing and Representing Proportionate and Undivided Interests of the Owners Thereof
in 2021-22 Tax and Revenue Anticipation Notes of Certain School Districts within San Diego County

Series 2021A-1: ____% Priced to Yield ___%; CUSIP No.†: 797381___
Series 2021A-2: ___% Priced to Yield ___%; CUSIP No.†: 797381___

Dated: _____, 2021 **Maturity Date: June 30, 2022**

The Note Participations (as hereinafter 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 hereinafter defined), who will in turn remit such principal and interest to the Beneficial Owners (as hereinafter 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 2021A-1 Note Participations (as herein defined) are being issued pursuant to the terms of a Trust Agreement, dated as of [Dated Date] (the "Series 2021A-1 Trust Agreement"), by and among the County of San Diego (the "County"), the Participants identified herein under "THE PARTICIPANTS – Series 2021A-1 Participants" (the "Series 2021A-1 Participants") and Wilmington Trust, National Association (the "Trustee"). The Series 2021A-2 Note Participations (as herein defined) are being issued pursuant to the terms of a Trust Agreement, dated as of [Dated Date] (the "Series 2021A-2 Trust Agreement" and together with the Series 2021A-1 Trust Agreement, the "Trust Agreements"), by and among the County, the Participants identified herein under "THE PARTICIPANTS –Series 2021A-2 Participants" (the "Series 2021A-2 Participants" and together with the Series 2021A-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 2021-22 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 2021-22. 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 [Closing Date].

J.P. Morgan **Citigroup**

Dated: _____, 2021

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* Preliminary, subject to change.

† Copyright, 2021, American Bankers Association.

PARTICIPANTS

[To come]

SERIES 2021A-1 PARTICIPANTS

SERIES 2021A-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*
David J. Smith, *Acting 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 2021A-1 (TAX-EXEMPT)
$[A2 Principal Amount]* SERIES 2021A-2 (FEDERALLY TAXABLE)

Evidencing and Representing Proportionate and Undivided Interests of the Owners Thereof in 2021-22 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 2021A-1 (Tax-Exempt) (the "Series 2021A-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 2021A-2 (Federally Taxable) (the "Series 2021A-2 Note Participations," and together with the Series 2021A-1 Note Participations, the "Note Participations"), each comprised of Note Participations maturing on June 30, 2022. The Note Participations evidence and represent proportionate and undivided interests of the owners thereof in the 2021-22 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 2021A-1 Note Participations are being issued pursuant to the terms of a Trust Agreement, dated as of [Dated Date] (the "Series 2021A-1 Trust Agreement"), by and among the County, the Participants identified herein under "THE PARTICIPANTS – Series 2021A-1 Participants" (the "Series 2021A-1 Participants"), and Wilmington Trust, National Association (the "Trustee"). The Series 2021A-2 Note Participations are being issued pursuant to the terms of a Trust Agreement, dated as of [Dated Date] (the "Series 2021A-2 Trust Agreement" and together with the Series 2021A-1 Trust Agreement, the "Trust Agreements" and each a "Trust Agreement"), by and among the County, the Participants identified herein under "THE PARTICIPANTS – Series 2021A-2 Participants" (the "Series 2021A-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 2021-22 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 2021-22 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 2021-22 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 had an immediate impact on 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. The Depository Trust Company 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 INDENTURE; 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 2021-22 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 2021-22 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 2021-22 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 2021-22 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 2021-22 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 2021-22, 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 2021-22.

(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 2021-22.

(H) Each of the Participants has funded its Reserve for Economic Uncertainties for Fiscal Year 2020-21 in at least the minimum amount recommended, and will budget to fund its Reserve for Economic Uncertainties for Fiscal Year 2021-22 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 2021A-1 Trust Agreement, the Trustee is appointed to act as trustee with respect to the Series 2021A-1 Note Participations, and pursuant to the Series 2021A-2 Trust Agreement, the Trustee is appointed to act as trustee with respect to the Series 2021A-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 2021A-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 2021A-1 Participants

The Series 2021A-1 Participants and the principal amount of the Notes issued by each such Series 2021A-1 Participant are set forth below:

Participants	Principal Amounts
	$

Series 2021A-2 Participations

The Series 2021A-2 Participants and the principal amount of the Notes issued by each such Series 2021A-2 Participant are set forth below:

Participants	Principal Amounts
	$

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 2021-22. 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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-1 Note Participations is exempt from personal income taxes of the State of California and its political subdivisions.

Bond Counsel expresses no opinion as to any other federal, state or local tax consequences arising with respect to the Series 2021A-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 2021A-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 2021A-1 Note Participations in order that interest on the Series 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-1 Note Participations.

Prospective owners of the Series 2021A-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 2021A-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 2021A-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 2021A-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 2021A-1 Note Participations under federal or state law or otherwise prevent beneficial owners of the Series 2021A-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 2021A-1 Note Participations.

Prospective purchasers of the Series 2021A-1 Note Participations should consult their own tax advisors regarding the foregoing matters.

TAX MATTERS – SERIES 2021A-2 NOTE PARTICIPATIONS

In the opinion of Bond Counsel, interest and OID (as defined below) on the Series 2021A-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 2021A-2 Note Participations by original purchasers of the Series 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-2 Note Participation will be treated as issued with original issue discount (in this section, "OID") if the excess of a Series 2021A-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 2021A-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 2021A-2 Note Participation is the sum of all payments provided by such Series 2021A-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 2021A-2 Note Participation's stated redemption price at maturity over its issue price is less than .25 percent of the Series 2021A-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 2021A-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 2021A-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 2021A-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 2021A-2 Note Participation is the sum of the daily portions of OID with respect to such Series 2021A-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 2021A-2 Note Participation. The daily portion of OID on any Series 2021A-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 2021A-2 Note Participation may be of any length and the accrual periods may vary in length over the term of the Series 2021A-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 2021A-2 Note Participation's "adjusted issue price" at the beginning of such accrual period and such Series 2021A-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 2021A-2 Note Participation at the beginning of any accrual period is the issue price of the Series 2021A-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 2021A-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 2021A-2 Note Participation (other than a payment of qualified stated interest) and (ii) the Series 2021A-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 2021A-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 2021A-2 Note Participation with respect to which this election has been made, the issue price of the Series 2021A-2 Note Participation will equal its cost to the electing U.S. Holder, the issue date of the Series 2021A-2 Note Participation will be the date of its acquisition by the electing U.S. Holder, and no payments on the Series 2021A-2 Note Participation will be treated as payments of qualified stated interest. The election will generally apply only to the Series 2021A-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 2021A-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 2021A-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 2021A-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 2021A-2 Note Participations.

Bond Premium

In general, if a U.S. Holder acquires a Series 2021A-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 2021A-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 2021A-2 Note Participation (a "Premium 2021A-2 Note Participation"). In general, if a U.S. Holder of a Premium 2021A-2 Note Participation elects to amortize the premium as "amortizable bond premium" over the remaining term of the Premium 2021A-2 Note Participation, determined based on constant yield principles (in certain cases involving a Premium 2021A-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 2021A-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 2021A-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 2021A-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 2021A-2 Note Participation may realize a taxable gain upon disposition of the Premium 2021A-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 2021A-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 2021A-2 Note Participations.

U.S. Holders – Disposition of Series 2021A-2 Note Participations

Except as discussed above, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a Series 2021A-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 2021A-2 Note Participation. A U.S. Holder's adjusted tax basis in a Series 2021A-2 Note Participation generally will equal such U.S. Holder's initial investment in the Series 2021A-2 Note Participation, increased by any OID included in the U.S. Holder's income with respect to the Series 2021A-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 2021A-2 Note Participation. Such gain or loss generally will be long-term capital gain or loss if the Series 2021A-2 Note Participation was held for more than one year.

U.S. Holders – Defeasance

U.S. Holders of the Series 2021A-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 2021A-2 Note Participations to be deemed to be no longer outstanding under the Series 2020B Indenture (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 2021A-2 Note Participations subsequent to any such defeasance could also be affected. U.S. Holders of the Series 2021A-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 2021A-2 Note Participation and the proceeds of the sale of a Series 2021A-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 2021A-2 Note Participations.

Prospective purchasers of the Series 2021A-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 2021A-1 Note Participations at a price of $_____ (consisting of the $_____ aggregate principal amount of the Series 2021A-1 Note Participations, plus an original issue premium of $_____, less $_____ of Underwriters' discount) and the Series 2021A-2 Note Participations at a price of $_____ (consisting of the $_____ aggregate principal amount of the Series 2021A-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 DISTRICTS – 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

2021-22 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 2021A-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 2021A-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 2021A-1 (Tax-Exempt) (the "Series 2021A-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 2021A-1 Trust Agreement (as hereinafter defined) and (ii) the debt service payments on the Notes to be made by the Participants. The Series 2021A-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 2021A-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 "2021-22 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 2021A-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 2021A-1 Trust Agreement has been duly executed and delivered by, and constitutes the valid and binding obligations of, the Participants.

4. The Series 2021A-1 Note Participations, upon execution and delivery thereof by the Trustee, are entitled to the benefits of the Series 2021A-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 2021A-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 2021A-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 2021A-1 Note Participations in order that, for federal income tax purposes, interest on the Series 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-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 2021A-2 (Taxable) (the "Series 2021A-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 2021A-2 Trust Agreement (as hereinafter defined) and (ii) the debt service payments on the Notes to be made by the Participants. The Series 2021A-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 2021A-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 "2021-22 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 2021A-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 2021A-2 Trust Agreement has been duly executed and delivered by, and constitutes the valid and binding obligations of, the Participants.

4. The Series 2021A-2 Note Participations, upon execution and delivery thereof by the Trustee, are entitled to the benefits of the Series 2021A-2 Trust Agreement.

5. Interest on the Series 2021A-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 2021A-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 2021A-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 2021A-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

APPENDIX A

INFORMATION REGARDING THE PARTICIPANTS

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COVID-19 AND RELATED EVENTS

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 "Districts").

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"), directing all residents to heed current State public health directives to stay home or at their place of residence, except as needed to maintain continuity of operations of critical infrastructure sectors. Order N-33-20 remains in place until further notice from the State.

On May 8, 2020, the State modified the restrictions under Order N-33-20 in connection with its four stage framework for re-opening the State's economy. Order N-33-20 suspended in-person classroom instruction indefinitely throughout California. Most school districts (including the Districts) enacted distance learning efforts to provide continuing instruction to students for the 2019-20 school year. State law allows school districts 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 in an effort to mitigate the effects of the COVID-19 pandemic on local educational agencies, including school districts, county offices of education, and charter schools. Order N-26-20 provides that if an local educational agency closes its schools as a result of COVID-19, the local educational agency will 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 waives 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 holds schools harmless from incurring funding losses that could result from these issues under existing funding formulas. SB 117 provides that for schools that comply with State requirements, only attendance during full school months from July 1, 2019 to and including February 29, 2020, will be reported for apportionment purposes. SB 117 also holds 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.

On April 22, 2020, the Governor signed Executive Order N-56-20 ("Order N-56-20"), which extends the deadline for school districts to adopt their Local Control and Accountability Plan ("LCAP") and budget overview, from July 1, 2020 to December 15, 2020 subject to certain conditions. One of the conditions to qualify for the extended deadline is for the governing board of the school district to adopt a written report to the community, during the same meeting at which it adopts the annual budget due by July 1, 2020, that explains how the school district has responded to COVID-19, including steps taken to deliver distance learning, provide school meals in non-congregated settings, and arrange for supervision of students during ordinary school hours.

Executive Orders N-26-20, N-56-20, and other related Executive Orders defined expectations for local educational agencies, suspended state academic assessments for the 2019-20 school year, 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 May 19, 2020, the Center for Disease Control (the "CDC") released detailed guidance for reopening of schools during the COVID-19 pandemic. The guidelines provide a three-step approach on scaling up operations, promoting health hygiene practices and intense cleaning, training on social distancing protocols, and establishing a plan in the event someone becomes sick and schools require closing. Additional recommendations for schools include additional spacing of desks, staggered arrival times, additional protective equipment for staff, practicing daily health checks, and limiting large gatherings, among others.

On July 17, 2020, the Governor announced his plan for re-opening California schools and the California Department of Public Health ("CDPH") issued a framework for when and how schools should re-open for in-person instruction. The Governor's plan focuses on five key points: re-opening schools based on local health data, strong mask requirements for anyone in school, physical distancing requirements and other adaptations, regular testing and contract tracing for any outbreaks at schools, and rigorous distance learning. The CDPH's framework provides general guidance to schools prepare for in-person instruction and is intended to be applied on a case-by-case basis in consultation with local health officials.

On August 28, 2020, the Governor released the "Blueprint for a Safer Economy," a statewide, plan for living with COVID-19 for the long haul (the "Blueprint"). The plan sets forth risk-based criteria on tightening and loosening allowable activities and expands the length of time between changes to assess how any movement affects the trajectory of the Pandemic. This new framework makes a number of changes to the state's previous resilience roadmap. As described by the Governor, it includes:

1. At least 21 days to expand activities beyond the initial tier to ensure California better limits the spread of the virus;

2. Mandatory metrics – case rates and test positivity – to measure how widespread COVID-19 is in each county and guide what is allowed;

3. A uniform state framework, with four categories instead of 58 different sets of rules;

4. A more nuanced way of allowing activity: Instead of open vs. closed, sectors can be partially opened and progressively add to their operations as disease transmission decreases; and

5. A new process for tightening back up again quickly when conditions worsen.

Each county will fall into one of four colored tiers – Purple (Widespread), Red (Substantial), Orange (Moderate) and Yellow (Minimal) – based on how prevalent COVID-19 is in each county and the extent of community spread. That color will indicate how business sectors and school districts, including community college districts, can operate. Movement into different tiers relies on two leading health metrics: number of cases per 100,000 residents and percentage of COVID-19 tests that come back positive. In addition, counties will also be required to show they are targeting resources and making particular efforts to prevent and address COVID-19 in communities with high risk individuals, and to demonstrate improvements in outcomes. Counties must remain in each tier (except Purple) for a minimum of 21 days before being eligible to move into the next tier. Each Tuesday, California will update each county's data for the previous week and make corresponding changes to tiers. In order to move into a less restrictive tier, a county must meet that tier's criteria for two straight weeks. Counties that fail to meet the metrics for their current tier for two consecutive weeks must move to the next most restrictive tier. The plan also includes an "emergency brake" where the State can intervene rapidly for concerning factors like hospitalizations.

On December 3, 2020, the California Department of Health announced a Regional Stay at Home Order (the "Regional Stay at Home Order"), as supplemented on December 6, 2020, which superseded and modified the four-tier color coded classification. The Regional Stay at Home Order prohibited private gatherings of any size and mandated the closing of indoor operations for certain business sectors excluding critical infrastructure and retail (with certain exceptions). The Regional Stay at Home Order was triggered and went into effect for a given region at 11:59 PM the day after such region announced that its Intensive Care Unit ("ICU") capacity dropped below 15%. State health officials tracked the state by five regions: Northern California, Bay Area, Greater Sacramento, San Joaquin Valley and Southern California. Regions would remain in Regional Stay at Home Order status for at least three weeks once triggered. Regions were eligible to come off the Regional Stay at Home Order after three weeks if their hospital ICU capacity projected four weeks out reached 15%. The Regional Stay at Home Order did not modify existing state guidance regarding K-12 schools. The Regional Stay at Home Order was lifted on January 25, 2021, and counties have returned to their appropriate color-coded tier under the Blueprint.

The County is currently in the Purple (Widespread) tier, which imposes the greatest restrictions on indoor operations. Most of the Districts are currently operating under a distance learning format. Certain schools within the Districts have re-opened under either hybrid two-day week attendance formats, where students rotate attending in-person learning two days per week, or have fully re-opened for in-person learning while maintaining necessary protective measures. The Districts are unable to predict at this time the cost of implementing the State's and the CDC's guidelines when they determine to fully reopen, if they have not already, whether new proposals will be enacted or in what form they may take, or whether any new requirements related to reducing the spread of COVID-19 will materially impact their finances or operations.

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 is to be 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 is to be distributed to LEAs in proportion to the amount of Title I, Part A funds that each LEA received in Fiscal Year 2019-20.

[Further information to come.]

The Districts are currently operating under the various Executive Orders, as well as guidance from State and County officials. None of the Districts 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 Districts 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 Districts and the economy in general. 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 Districts' 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 Districts 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 Districts, 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 Districts. 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 be 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 be 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 Districts have reached their target funding amounts and no longer receive LCFF Gap Funding.

Federal Revenues

The federal government provides funding for several Districts' 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 Districts 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 Districts will have no control. To the extent that the federal budget process results in reduced revenues, deferred revenues, or increased expenses for the Districts, the Districts will be required to make adjustments to their respective budget and cash management practices. In such event, the Districts 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 District 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 District'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 Districts.

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 Districts might experience delays in receiving certain expected revenues. The Districts are authorized to borrow temporary funds to cover their respective annual cash flow deficits, and as a result of the *White* decision, the Districts 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 2020-21 and the proposed State Budget for 2021-22 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 Districts. The Districts have not independently reviewed the information in these websites and the Districts 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. However, due to the effects of the COVID-19 pandemic on the State's finances, Proposition 98 funding for Fiscal Year 2020-21 was significantly reduced. See "– State Budget for Fiscal Year 2020-21" herein and "COVID-19 AND RELATED EVENTS."

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 decreased State revenues due to COVID-19, the 2020-21 State Budget (as herein defined) requires $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 are intended to allow LCFF funding to remain at the Fiscal Year 2019-20 levels for both Fiscal Year 2019-20 and 2020-21. The 2020-21 State Budget provides that $5.8 billion of the deferrals required in Fiscal Year 2020-21 will not be necessary if sufficient funding is obtained from the federal government. The 2020-21 State Budget also suspends the statutory LCFF cost-of-living adjustment in Fiscal Year 2020-21.

State Budget for Fiscal Year 2020-21. On June 29, 2020, the Governor signed the 2020-21 State Budget Act (the "2020-21 State Budget"). Although initially the proposed fiscal year 2020-21 State budget (the "2020-21 Proposed State Budget") had not reflected the impacts of COVID-19, the May Revision to the 2020-21 Proposed State Budget (the "May Revision") reflected the projected impacts of the Pandemic on the State's economy, including a projected decline of $41 billion in General Fund revenues. This decline in revenues, along with increased costs in health and human services programs, lead to a projected budget deficit of approximately $54 billion prior to the implementation of the budget proposals in the May Revision. The 2020-21 State Budget Act takes a balanced approach to closing the $54 billion deficit projected in the May Revision. The 2020-21 State Budget includes total general fund spending of $134 billion, with a general fund expenditures on K-12 Education of $48 billion, a decrease of approximately $6 billion from Fiscal Year 2019-20.

The 2020-21 State Budget includes total funding of $98.8 billion ($48.1 billion General Fund and $50.7 billion other funds) for all K-12 education programs, and estimates a Proposition 98 minimum guarantee of $70.9 billion for Fiscal Year 2020-21, a decrease of $10.2 billion over the level provided by the 2018-19 State Budget. The 2020-21 State Budget also estimates that Proposition 98 funding levels for Fiscal Years 2018-19 and 2019-20 will decrease to $78.5 billion and 77.7 billion, respectively. Significant adjustments in the 2020-21 State Budget affecting K-12 schools include the following:

1. The 2020-21 State Budget includes $1.9 billion of LCFF deferrals in Fiscal Year 2019-20 and $11 billion in LCFF deferrals in Fiscal Year 2020-21. The deferrals in Fiscal Year 2020-21 may be reduced by $5.8 billion if sufficient federal funding is received.

2. The 2020-21 State Budget includes a one-time investment of $5.3 billion ($4.4 billion federal Coronavirus Relief Fund, $539.9 million Proposition 98 General Fund, and $355.2 million federal Governor's Emergency Education Relief Fund) for local educational agencies to address learning loss related to COVID-19 school closures. These funds will be allocated on an equity basis in the following manner: (i) $2.9 billion based on the LCFF supplemental and concentration grant allocation; (ii) $1.5 billion based on number of students with exceptional needs; and (iii) $979.8 million based on total LCFF allocation.

3. In order to address reductions in Proposition 98 funding in Fiscal Years 2019-20 and 2020-21, the 2020-21 State Budget provides for a new, multi-year payment obligation to supplement K-14 education funding. The total obligation would equal approximately $12.4 billion, and reflects the administration's estimate of the additional funding K-14 school districts would have received in the absence of COVID-19-related reductions. Under this proposal the State will make annual payments toward this

obligation beginning in Fiscal Year 2021-22. These payments would equal 1.5% of State general fund revenue. The 2020-21 State Budget also increases the share of State general fund revenue required to be spent on K-14 school districts from 38% to 40% by Fiscal Year 2023-24.

4. The 2020-21 State Budget redirects $2.3 billion appropriated in the 2019-20 State Budget to CalSTRS and CalPERS long-term unfunded liabilities to further reduce employer contribution rates in Fiscal Years 2020-21 and 2021-22. This allocation will reduce the CalSTRS employer rate from 18.41% to approximately 16.15% in Fiscal Year 2020-21 and from 17.9% to 16.02% in Fiscal Year 2021-22. The CalPERS Schools Pool employer contribution rate will be reduced from 22.67% to 20.7% in Fiscal Year 2020-21 and from 24.6% to 23.00% in Fiscal Year 2021-22.

5. In addition to funds from the federal Coronavirus Relief Fund and Governor's Education Relief Fund allocated to K-12 education, the 2020-21 State Budget appropriates $1.6 billion in federal Elementary and Secondary School Emergency Relief funds awarded to the State. Of the $1.6 billion amount, $1.5 billion will be allocated to local education agencies in proportion to the amount of Title I–A funding they receive to be used for costs related to COVID-19. The remaining $164.7 million will be available for certain state-level activities, such as funding local educational agencies participating in certain student meal programs, grants to local educational agencies to increase access to health, mental health, and social service support for high-needs students, providing educator professional development, and other State costs associated with COVID-19.

6. The 2020-21 State Budget proposes a temporary three-year suspension of net operating losses and limitation on business incentive tax credits to offset no more than $5 million of tax liability per year. This, along with other tax changes, would generate approximately $1.6 billion benefit to the Proposition 98 minimum guarantee.

7. The 2020-21 State Budget increases special education base rates to $625 per pupil pursuant to a new funding formula and provides $100 million to increase funding for students with low-incidence disabilities. The 2020-21 State Budget also includes $15 million federal Individuals with Disabilities Education Act ("IDEA") funds for the Golden State Teacher Scholarship Program to increase the special education teacher pipeline, $8.6 million IDEA funds to assist local educational agencies with developing alternative dispute resolution and mediation services, and $1.1 million IDEA funds for a study of current special education governance and accountability structure.

8. To ensure funding stability regardless of instructional models used, the 2020-21 State Budget includes a hold harmless provision for the ADA used to calculate funding for local educational agencies. Specifically, the hold harmless provision provides that for the purpose of calculating apportionment in Fiscal Year 2020-21, the ADA shall be based on the ADA for Fiscal Year 2019-20, except for new charter schools commencing instruction in 2020-21.

State Budget for Fiscal Year 2021-22.

[To be updated with adoption of State Budget in June 2021.]

On January 8, 2021, the Governor released the 2021-22 Proposed State Budget Act (the "2021-22 Proposed State Budget"). The 2021-22 Proposed State Budget estimates total general fund spending of $164.5 billion, with an estimated Proposition 98 funding level of $85.8 billion. The 2021-22 Proposed State Budget reflects an improved economic outlook, based on revenues exceeding earlier projections following the outbreak of the COVID-19 Pandemic. The growth in capital gains and overall State General Fund revenue is estimated to trigger an approximately $3 billion deposit into the Public School System Stabilization Account. The 2021-22 Proposed State Budget projects an ending fund balance of $6.1 billion,

consisting of $3.2 billion in the Reserve for Liquidation of Encumbrances and $2.9 billion in the Special Fund for Economic Uncertainties. Additionally, the 2021-22 Proposed State Budget projects funding the Safety Net Reserve at $450 million and the Budget Stabilization Account at $15.6 billion.

The 2021-22 Proposed State Budget includes total funding of $61.3 billion ($59.7 billion General Fund and $1.6 billion other funds) for all K-12 education programs, plus Proposition 98 funding of $85.8 billion for Fiscal Year 2021-21 (an increase of $14.9 billion over the funding level in the 2020-21 State Budget). Significant adjustments in the 2020-21 State Budget affecting K-12 schools include the following:

1. The 2021-22 Proposed State Budget includes a $2 billion one-time Proposition 98 General Fund appropriation to augment resources for schools to offer in-person instruction safely, available on a per-pupil basis for all county schools, school districts and classroom-based charter schools that are open for in-person instruction by specified dates.

2. In order to address learning loss due to the COVID-19 Pandemic, the 2021-22 Proposed State Budget includes a $4.6 billion one-time Proposition 98 General Fund appropriation for targeted interventions that focus on students from low-income families, English language learners, youth in foster care and homeless youth, including an extended school year or summer school.

3. To account for the fact that the 2020-21 State Budget did not provide a statutory cost-of-living adjustment for the LCFF, the 2021-22 Proposed State Budget funds the LCFF with both the 2020-21 cost-of-living adjustment (2.31%) and the 2021-22 cost-of-living adjustment (1.5%), resulting in a $2 billion increase in ongoing LCFF funding.

4. The 2021-22 Proposed State Budget does not include a new ADA hold harmless provision. However, because of the hold harmless provision in the 2020-21 State Budget, local educational agencies that experience enrollment declines in 2021-22 will retain the ability to receive apportionment based on the higher of their 2019-20 or 2020-21 ADA.

5. The 2021-22 Proposed State Budget proposes that, of the $2.3 billion paid by the State to CalSTRS and CalPERS, that CalSTRS apply $820 million to reduce its employer contribution rate from 18.1% to about 15.92%, and CalPERS apply $330 million to reduce the its School Pool employer contribution rate from 24.9% to 23%.

6. In order to address anticipated revenue reductions as a result of COVID-19, the 2020-21 State Budget deferred approximately $1.9 billion in LCFF apportionment payments in 2019-20 and approximately $11 billion LCFF apportionment payments in 2020-21. The 2021-22 Proposed State Budget pays off the full $1.9 billion K-12 deferral for 2019-20 and $7.3 billion of the approximately $11 billion deferral in 2020-21.

7. The 2020-21 State Budget included a multi-year plan to supplement Proposition 98 funding and mitigate projected declines due to revenue reductions. However, instead of the projected $12.4 billion drop in Proposition 98 funding in 2019-20 and 2020-21, the 2021-22 Proposed State Budget projects a modest decline of $511 million and a Proposition 98 minimum funding level significantly higher than previous projections. As a result, the 2021-22 Proposed State Budget proposes to remove the supplemental payments included in the 2020-21 State Budget and instead provide a one-time supplementary payment to K-14 schools of $2.3 billion in 2021-22 in recognition of the extraordinary circumstances related to the COVID-19 Pandemic.

Changes in State Budget. The 2021-22 Proposed State Budget may be affected by subsequent legislative actions. The Districts cannot provide any assurances that there will not be any changes in the

State budget for Fiscal Year 2021-22. The Districts cannot predict the impact that any subsequent legislative actions will have on their finances and operations. The 2021-22 Proposed State Budget may be affected by national and State economic conditions and other factors which the Districts cannot predict.

Future State Budgets. The Districts 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 Districts will have no control. To the extent that the State budget process results in reduced revenues or increased expenses for the Districts, the Districts will be required to make adjustments to their respective budgets. In the event a revision to the 2021-22 Proposed State Budget includes decreases in a District's revenues or increases in required expenditures by such District from the levels assumed by such District, such District 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 Districts 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 Districts 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 Districts 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

[To be updated with release of June 2021 information.]

As of [February 28, 2021], the securities in the Treasury Pool had a market value of $[11,129,461,448] and a book value of $[11,056,505,732], for a net unrealized gain of $[72,955,717].

The effective duration for the Treasury Pool was [1.28] years as of [February 28, 2021]. "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 [1.28] means that for every one percent increase in interest rates the market value of the portfolio would decrease by [1.28]%.

As of [February 28, 2021], approximately [8.63]% of the total funds in the Pool were deposited by Voluntary Depositors, such as cities and fire districts, [8.92]% by community colleges, [34.20]% by the County, [1.23]% by Non-County investment funds and [47.03]% 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 January 2021, 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 a goal that 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

[To be updated with release of June 2021 information]

The following table reflects information with respect to the Pool as of the close of business [February 28, 2021]. 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 [February 28, 2021], the Pool necessarily would have received the values specified."

TREASURER-TAX COLLECTOR
SAN DIEGO COUNTY PORTFOLIO STATISTICS [1]
(As of [February 28, 2021])
[To be updated with release of June 2021 information]

	Par Value	Book Value	Market Value	Percentage of Portfolio	Market Price	Weighted Average Maturity[2]	Yield to Maturity[3]	Accrued Interest	Unrealized Gain/Loss
Asset Backed Securities	$ 609,929,467	$ 611,211,819	$ 616,245,204	5.53%	101.04	986	1.81%	$ 547,931	$ 5,033,386
Agency	3,056,768,000	3,060,912,642	3,084,194,877	27.73	100.90	1,179	1.02	8,511,687	23,282,235
Bank Deposit	131,943,965	131,943,965	131,943,965	1.18	100.00	0	0.15	--	--
Commercial Paper	1,765,000,000	1,764,327,653	1,764,327,653	15.82	99.96	69	0.19	--	--
Corporate	903,041,000	906,665,292	906,665,292	8.28	101.77	420	2.00	4,812,873	12,349,462
Local Government Investment Pool	249,649,069	249,649,069	249,649,069	2.24	100.00	0	0.09	--	--
Money Market Fund FI	4,800,000	4,800,000	4,800,000	0.04	100.00	0	0.02	--	--
Municipal Bonds	227,650,000	228,029,154	230,206,900	2.07	101.12	1,142	0.86	459,251	2,177,745
Negotiable CD	2,470,000,000	2,470,000,000	2,470,169,200	22.17	100.01	120	0.23	2,349,843	169,200
Supranationals	1,121,115,000	1,126,543,259	1,145,782,565	10.32	102.20	1,011	1.69	5,465,036	19,239,307
U.S. Treasury	500,000,000	502,422,879	513,127,261	4.61	102.63	923	1.39	1,234,030	10,704,382
Totals for January 2021	$11,039,896,501	$11,056,505,732	$11,129,461,448	100.00%	100.81	624	0.89	$ 23,380,652	$ 72,955,717
Totals for December 2020	$11,457,478,728	$11,475,110,101	$11,573,050,809	100.00%	101.01	591	0.89	$ 29,397,560	$ 97,940,708
Change From Prior Month	$ (417,582,227)	$ (418,604,369)	$ (443,589,360)		(0.20)	33	0.00	$(2,711,999)	$(24,984,991)
Portfolio Effective Duration	1.28 years								

	Monthly Return	Annualized	Fiscal Year to Date Return	Annualized	Calendar Year to Date Return	Annualized
Book Value	0.07%	0.88%	0.76%	1.14%	0.14%	0.87%

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 DISTRICT REVENUES AND APPROPRIATIONS

Limitations on Revenues

Article XIIIA of the California Constitution. Article XIIIA of the State Constitution, adopted and known as Proposition 13, was approved by the voters in June 1978. Section 1(a) of Article XIIIA 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 XIIIA 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 XIIIA 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 XIIIA 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 XIIIA 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 Districts.

Article XIIIC and Article XIIID 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 XIIIC and XIIID 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 XIIIC 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 XIIIC also provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIIIA of the California Constitution and special taxes approved by a two-thirds vote under Article XIIIA, Section 4.

Article XIIIC 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 Districts and the County with respect to such taxes. Legislation adopted in 1997 provides that Article XIIIC 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 XIIID deals with assessments and property-related fees and charges. Article XIIID explicitly provides that nothing in Article XIIIC or XIIID 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 Districts.

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 XIIIB of the California Constitution. In addition to the limits Article XIIIA 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 XIIIB of the State Constitution, which effectively limits the amount of such revenues that government entities are permitted to spend. Article XIIIB, 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 XIIIB 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 XIIIA, XIIIB, XIIIC, and XIIID, 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 Districts.

STATISTICAL AND FINANCIAL INFORMATION REGARDING THE DISTRICTS

In connection with the offering of the Note Participations, each of the Districts has provided the following information and the summary of financial information of the Districts provided under "SUMMARY OF DISTRICT FINANCIAL INFORMATION" herein.

Average Daily Attendance

The following sets forth the funded average daily attendance (second period data) for the Fiscal Years ended June 30, 2018 through 2022 for each District. SB117 provides that, for schools that comply with State requirements, only attendance during full school months from July 1, 2019 to and including February 29, 2020, will be reported for apportionment purposes for Fiscal Year 2019-20. Pursuant to the 2021-22 Proposed State Budget's hold harmless provision, school districts will be funded in Fiscal Year 2020-21 based on their respective Fiscal Year 2019-20 funded 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 2021-22" herein. [Confirm if any Districts have been basic aid districts.]

AVERAGE DAILY ATTENDANCE[1]
Fiscal Years 2017-18 through 2021-22
[To be updated]

District	2017-18	2018-19	2019-20	2020-21	2021-22[2]

Source: Data for Fiscal Years 2017-18 through 2020-21 are ADAs at P-2, as set forth in the supplemental information section of each respective District's audit report, and data for Fiscal Year 2021-22 is funded ADAs as set forth in each District's current budget. Data excludes information for charter schools.

(1) Excludes adults enrolled in adult education programs.

(2) Data for Fiscal Year 2020-21 is projected, as set forth in the respective District's Fiscal Year 2020-21 budget..

Local Control Funding Formula

The following table sets forth the unrestricted general fund LCFF amount for Fiscal Year 2020-21 and the projected LCFF amount for Fiscal Year 2021-22 for each District:

LOCAL CONTROL FUNDING FORMULA
Fiscal Year 2020-21 through 2021-22
[To be updated]

	Fiscal Year 2020-21						
District	Target Amount[1]	Base Grant[1]	Grade-Based Adjustments[1]	Supplemental and Concentration Grants, and Additional Funding[1]	Fiscal Year 2020-21 Local Control Funding Formula Funding	Fiscal Year 2021-22 Local Control Funding Formula Funding	Change in Funding from Prior Fiscal Year

Source: The Districts, based on the Fiscal Crisis and Management Assistance Team calculator.
[1] Funding and component parts provided by the indicated 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 District as of July 1, 2021.

FULL-TIME EQUIVALENT EMPLOYEES
(As of July 1, 2021)
[To be updated]

District	Certificated Employees	Classified Employees	Management/ Other Employees

Source: The Districts, respectively.

The following table sets forth the collective bargaining units representing employees of each District and the expiration date of the collective bargaining agreements under which the respective District and such collective bargaining units are currently operating:

COLLECTIVE BARGAINING AGREEMENTS
[To be updated]

Collective Bargaining Units	Agreement Expiration Date
1.	
2.	
3.	
1.	
2.	
1.	
2.	
1.	
2.	
1.	
2.	
1.	
2.	
1.	
2.	
1.	
2.	

(1) This District 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 footnotes above, certain Districts may be required to pay increased amounts in compensation to their respective employees.

None of the Districts are aware of any labor disputes which may materially adversely affect the finances or operations of the respective District.

Outstanding Obligations

The following table sets forth the long-term outstanding obligations of each District as of June 30, 2020.

LONG-TERM OUTSTANDING OBLIGATIONS[1]
(As of June 30, 2020)
[To be updated to reflect Participants]

District	General Obligation Bonds	Lease Obligations[2]	Net OPEB Liability	Net Pension Liability	Compensated Absences

Source: Audited financial statements for each respective District, 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 District 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 XIIIA of the California Constitution. The following table sets forth the total assessed valuation of property in each District for the current Fiscal Year and the past four Fiscal Years. The Districts cannot predict the impact of the COVID-19 pandemic on the assessed valuations of property in each respective District. See "COVID-19 AND RELATED EVENTS."

ASSESSED VALUE OF TAXABLE PROPERTY[1]
Fiscal Years 2016-17 through 2020-21
($ in thousands)
[To be updated to reflect Participants]

District	2016-17	2017-18	2018-19	2019-20	2020-21

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, permits 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 provides 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. [Subject to further review.] The Districts cannot predict to what extent the Pandemic may impact future property tax collections and delinquencies.

The following table sets forth the tax levies, collections and percent of collections and levies for property taxes in each District for the last five Fiscal Years.

PROPERTY TAX COLLECTIONS
Fiscal Years 2016-17 through 2020-21
[To be updated]

District; Fiscal Year	Total Tax Amount[1]	Total Tax Amount Collected	Delinquent Tax Amount[2]	Delinquent Tax Amount as Percentage of Total Tax Amount
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				
Fiscal Year 2020-21				
Fiscal Year 2019-20				
Fiscal Year 2018-19				
Fiscal Year 2017-18				
Fiscal Year 2016-17				

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 District based on such District's Fiscal Year 2020-21 assessed value.

PRINCIPAL SECURED TAXPAYERS
Fiscal Year 2020-21
[To be updated]

Taxpayer	Nature of Business	2020-21 Assessed Value	Percentage of Net Local Secured Assessed Value
1.			
2.			
3.			
4.			
5.			
1.			
2.			
3.			
4.			
5.			

Taxpayer	Nature of Business	2020-21 Assessed Value	Percentage of Net Local Secured Assessed Value
(Table continued from prior page.)			
1.			
2.			
3.			
4.			
5.			
1.			
2.			
3.			
4.			
5.			
1.			
2.			
3.			
4.			
5.			
1.			
2.			
3.			
4.			
5.			
1.			
2.			
3.			
4.			
5.			
1.			
2.			
3.			
4.			
5.			

Source: San Diego County Office of Education unless otherwise noted.
(1) Source: California Municipal Statistics, Inc.

Financial Statements

The Districts' 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 Districts are categorized as follows:

Government Funds	Fiduciary Funds
General Funds	Trust and Agency Funds
Special Revenue Funds	
Debt Service Funds	
Proprietary Funds	Accounting Groups
Internal Service Funds	General Long-Term Debt Amount
Enterprise Funds	

The General Fund of each District, 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 District 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 Districts using information from the Annual Financial Reports which are prepared by the directors of accounting for the Districts and audited by independent certified public accountants each year. Certain information, such as the General Fund Cash Flow Analyses and projected Fiscal Year 2021-22 budgets, was developed by each District'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 Districts' audited financial statements for the fiscal year ended June 30, 2020 are available from each District upon request to the respective District, and are summarized in this Appendix A under "Summary of Financial Information."

The summary general fund statements included in this Appendix A for the Districts do not purport to be complete and present only extracts from each respective District's financial statements.

Budgets of Districts

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 Districts, 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 Districts' projected receipts and disbursements for Fiscal Year 2021-22.

The information presented herein reflects projected year totals for each District's 2020-21 General Fund (unrestricted) budget as included in each District's Second Interim Report for Fiscal Year 2021-22.

General Fund Budgets
Fiscal Year 2021-22
[To be updated]

Description								
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)								
Total Expenditures								
Excess (Deficiency) of Revenues Over Expenditures Before Other Financing Sources and Uses								

(Continued on next page.)

Description								
(Continued from prior page.)								
Other Financing Sources/Uses								
Interfund Transfers								
Transfers In								
Transfers Out								
Other Sources/Uses								
Sources								
Uses								
Contributions								
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 District's respective adopted budget for Fiscal Year 2021-22.

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.

All Districts have filed positive certifications with the County Superintendent of Schools for each reporting period for Fiscal Years 2019-20 and 2020-21 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. [Subject to review and confirmation.]

Copies of the reports and certifications of each of the Districts 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 District 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 District believes that the recorded liabilities for its self-insured claims are adequate.

Retirement

[To be updated after publication of relevant reports.]

Each of the Districts participates in retirement plans with the California State Teachers' Retirement System ("CalSTRS"), which covers all full-time certificated employees of each District, 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 District and some classified employees of each District, 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 District) 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 2020-21, 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 District'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. Each District's employer contribution rate for Fiscal Year 2019-20 was 17.10% of covered payroll. As a result of additional funding provided by the State in the 2020-21 State Budget, each District's employer contribution rate for Fiscal Year 2020-21 is 16.15% of covered payroll and each District's employer contribution rate for Fiscal Year 2021-22 is approximately 16.02%. The 2021-22 Proposed State Budget may further reduce this contribution rate to approximately 15.92%. See "STATE AND FEDERAL FUNDING OF EDUCATION – State Budget Process Related to Funding of Education – State Budget for Fiscal Year 2021-22" 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 2020-21. 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 2019-20 and will remain 10.205% for Fiscal Year 2020-21.

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 Districts are members. The June 30, 2019 actuarial valuation for CalSTRS (the "2019 CalSTRS Actuarial Valuation") is the most recent actuarial valuation for the CalSTRS plan. The 2019 CalSTRS Actuarial Valuation states that, as of June 30, 2019, 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 gains of $3.067 billion that have not yet been recognized (the difference between the actuarial and fair market value of assets). Absent investment returns in future years less than the assumed rate to offset the deferred investment gains, the current deferred gains 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 gains flow through the smoothing method and are recognized, future valuations will show an actuarial gain. The result will be a gradual increase in the Defined Benefit Program's funded status, ultimately decreasing the UAO by the $3.067 billion of currently deferred investment gains.

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) for Fiscal Year 2018-19 and a 7.00% investment rate of return (net of investment and administrative expenses) beginning Fiscal Year 2019-20, 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 2019 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, 2015 through June 30, 2019 are set forth below. The individual funding progress for each District is not provided in the actuarial report from CalSTRS.

Actuarial Value of State Teachers' Retirement Fund Defined Benefit Program
Valuation Dates June 30, 2015 through June 30, 2019
($ 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
2015	$241,753	$165,553	$ 76,200	69%	70%	$28,013
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

[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, 2019.

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 $65 million as of June 30, 2018, and most recently increasing to $109 million as of June 30, 2019. 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 0.04% of payroll would be required effective July 1, 2020.

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 District,

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 $224.9 billion as of June 30, 2018 to $238.9 billion as of June 30, 2019. Based on a total pension liability of $329.2 billion, the NPL of the STRP for participating employers (including the Districts) and the State (a non-employer contributing entity) as of June 30, 2019 was $90.3 billion (compared to $91.9 billion as of June 30, 2018), resulting in the STRP fiduciary net position as a percentage of the total pension liability of 72.6% (compared to 71.0% as of June 30, 2018). The total pension liability for the STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2018, and rolling forward the total pension liability to June 30, 2019. Compared to Fiscal Year 2017-18, total contributions for Fiscal Year 2018-19 increased by $3.5 billion (31.1%) primarily due to approximately $2.2 billion in supplemental State contributions on behalf of employers. As payment of the additional contributions had not been received as of June 30, 2019, there was a corresponding increase of $2.4 billion (68.1%) to member, employer, State and other receivables. The increases are due to increases in both creditable compensation and contribution rates implemented through AB 1469.

Districts' Proportionate Shares of DB Plan. The following table sets forth each District's proportionate share of the Defined Benefit Plan ("DB Plan") net pension liabilities and the total employer contributions as of June 30, 2020.

Districts' Proportionate Shares of DB Plan
as of June 30, 2020

District	Proportionate Share of DB Plan[1]	Proportionate Share of Employer Contributions[2]

Source: Audited financial statements for each respective District, 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 District's proportion of the net pension liability was based on a projection of the District'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. 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 Districts. Employer paid member contributions are reported as member contributions. Employer contribution rates are determined by periodic actuarial valuations or by statue. 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 District'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 PERS' 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 Districts) 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 PERS
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 Valuation as of 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.

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 Districts, 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.

Districts' Proportionate Shares of the Schools Pool Plan. The following table sets forth each District's proportionate share of the School Pool Plan net pension liabilities and the total employer contributions as of June 30, 2020.

Districts' Proportionate Shares of Schools Pool Plan
as of June 30, 2020

District	Proportionate Share of Schools Pool Plan[1]	Total Employer Contributions[2]

Source: Audited financial statements for each respective District, except where indicated.

(1) The net pension liability was measured as of June 30, 2018, 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, 2017, and rolling forward the total pension liability to June 30, 2018. Each District's proportion of the net pension liability was based on a projection of the District'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 Districts 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 Districts 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 District's costs or a termination of the health care benefits upon the retiree reaching age 65. Most Districts 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 Districts 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 Districts' 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 District's balance sheet as a liability and (ii) provides for additional OPEB-related disclosures and supplementary information in a District's financial statements. The core requirement of biennial actuarial analysis, as it applies to the Districts, remains unchanged. The requirements that Statement No. 75 impose on the Districts only affect the Districts' financial statements and do not impose any requirements regarding the funding of any OPEB plans.

The following table sets forth each District's Total OPEB Liability and the calculation of the each District's Net OPEB Liability for Fiscal Year ended June 30, 2020.

Districts' Total OPEB Liability and Net OPEB Liability

OPEB Liability								
Total OPEB Liability as of July 1								
Service Cost								
Interest								
Changes of benefit terms								
Differences between expected and actual experience								
Changes of assumptions								
Benefit payments, including refunds of member contributions and employer contributions as benefit payments								
Net change in Total OPEB Liability								
Total OPEB Liability as of June 30								
Fiduciary Net Position – End of Fiscal Year								
Net OPEB Liability – End of Fiscal Year								
OPEB Plan Fiduciary Net Position as a Percentage of Total OPEB Liability								
Covered employee payroll								
Net OPEB Liability as a percentage of covered employee payroll								

Source: OPEB actuarial valuations for the respective Districts.

The Districts 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 District's Total OPEB Liability and Net OPEB Liability.

OTHER POST-EMPLOYMENT BENEFITS LIABILITY

District	As of Date of Valuation	Total OPEB Liability	Net OPEB Liability

Source: Each respective District.

Temporary Transfers

Certain Districts 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 Districts, would have a priority over such Districts' general fund debt obligations. Each District may require the County to provide such District with a Temporary Transfer even after the Note Participations are issued, to the extent that there are revenues available therefor. None of the Districts has an outstanding Temporary Transfer.

Continuing Disclosure

[To be updated based on Participants.]

See "Continuing Disclosure" in the forepart of this Official Statement.

Cybersecurity

[To be updated based on Participants.]

Litigation

Pending lawsuits and other claims against the Districts are incidental to the ordinary course of operations of the Districts and are largely covered by the Districts' self-insurance programs. There are no claims or lawsuits (with any potential cost to any District exceeding $2,000,000) pending against any of the Districts. [Subject to review and confirmation.]

SUMMARY OF FINANCIAL INFORMATION

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: LICENSE RENEWAL OF THE SECOND STEP PROGRAM FROM COMMITTEE FOR CHILDREN AS SOCIAL-EMOTIONAL LEARNING TOOL FOR ALL SCHOOLS

BACKGROUND INFORMATION:
Committee for Children is a company that has advocated for policies to enhance, support, and developed educational programs to advance the safety and well-being of children through social-emotional learning (SEL), like Second Step.

Second Step is a program rooted in social-emotional learning (SEL) that helps transform schools into supportive, successful learning environments uniquely equipped to help children thrive. This program also gives students the tools to excel in and out of the classroom.

San Ysidro School District implemented the Second Step program to students in grades TK through eight in 2019 and would like to renew the licenses for a 3-year term.

RECOMMENDATION:
Approve the purchase of the 3-year license renewal for the Second Step Program from Committee for Children as a social-emotional learning tool at the total cost of $15,474.60 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$15,474.60
(Amount)

Title I Fund
(Name of funding source and/or location)

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

2815 Second Avenue, Suite 400
Seattle, WA 98121-3207 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote #	5016401
Date	5/24/2021
Customer ID	10134768

Bill To	Ship To
San Ysidro School District 4350 Otay Mesa Rd San Ysidro CA 92173-1685 United States	Oscar Madera San Ysidro School District 4350 Otay Mesa Rd San Ysidro CA 92173-1685 United States

Requested By	Ship To	Setup Admin	Entered By
Oscar Madera	Oscar Madera	Name: Oscar Madera Email: oscar.madera@sysdschools.org	Kelly N Brazell

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904103	Second Step Grades K-8, Multi-Site Pricing, 3-Year Licenses Renewing Subscription ID: 80010645		7/31/2021	7/31/2024	2	$4,829.00	$9,658.00
904103	Second Step Grades K-8, Multi-Site Pricing, 3-Year Licenses		5/24/2021	7/31/2024	5	$4,829.00	$24,145.00
MIGRATION 100	2020-2021 Physical to Digital Upgrade Discount						($16,609.00)

Subtotal	$17,194.00
Discount	($1,719.40)
Shipping & Handling	$0.00
Sales Tax* (%)	$0.00
TOTAL	$15,474.60

Please remit in US Funds.

Make check payable to: Committee for Children

***If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.**

Memo: 3-year K-8 digital SSP + renewals

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

Please Include quote ID:5016401 on your order to guarantee pricing.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Educational Services Department
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: LICENSES FROM LEARNING A-Z FOR THE RAZ-PLUS PROGRAM AS SUPPLEMENTAL MATERIALS FOR LITERACY/GUIDED READING

BACKGROUND INFORMATION:
Learning A-Z is an education technology company dedicated to expanding literacy through thoughtfully designed resources like Raz-Plus.

Raz-Plus is a blended learning platform that combines teacher-led whole-class and small-group instruction with technology-enabled resources for personalized reading practice. All resources are accessible online and available in printable, projectable, and digital formats to strengthen the connection between what is being taught and what students independently practice.

- Deliver standards-aligned reading instruction with more than 50,000 resources that develop key 21st century skills.
- Personalize reading practice with more than 3,000 developmentally appropriate leveled books and additional reading resources available in printable, projectable, online, and mobile formats. • Build comprehension skills and strategies with lesson plans, activity sheets, and quizzes that accompany each leveled book.
- Inform instruction with online, data-driven reports that show individual and class-wide activity and performance.

RECOMMENDATION:
Approve the purchase of licenses from Learning A-Z for the Raz-Plus program as supplemental materials for literacy for the 2021-22 school year a total cost of $34,200.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ Action 1.10: Continue to provide supplemental programs and resources (i.e. Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$34,200.00
(Amount)

Title I Fund
(Name of funding source and/or location)

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

Learning A-Z License Quote

Date: 02/08/21

Todd Lewis
San Ysidro School District
4350 OTAY MESA RD
SAN YSIDRO, CA 92173

619-428-4476
todd.lewis@sysdschools.org

Thank you for requesting a quote from Learning A-Z, Todd Lewis!
Your username is toddlewis
Your reference number is 8946280.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Discounts	Final Cost	Add 1 Year	Add 2 Years
Raz-Plus.com	Renewal	**180** classrooms, 1 year	$38,880.00	-$4680.00	$34,200.00	$64,980.00	$92,340.00
Complimentary Program Orientation Webinar	Training	**3** sessions	$0.00	-$0.00	--	--	--
Complimentary Program Orientation Onsite	Training	**2** sessions	$0.00	-$0.00	--	--	--

	Final Cost	Add 1 Year	Add 2 Years
Discount Amount:	**($4,680.00)**	**($12,780.00)**	**($24,300.00)**
Sales Tax:	**$0.00**	**$0.00***	**$0.00***
YOUR TOTAL COST:	**$34,200.00**	**$64,980.00***	**$92,340.00***

Approved By: Lori Todd on 02/08/2021

(*) Taxes (if applicable) to be calculated at time of purchase.

Lock in your price and save $10,000 with a 3 year order.

All prices are in U.S. dollars.

This quote is valid until 12/31/21.

Quoted prices are based on specified quantities and terms.
Please contact your representative for adjustments.

Prepared by: Tiffany Thompson and Lauren Cards

1840 East River Road, Suite 320
Tucson, AZ, 85718
phone: 520.618.3868 | 520.232.5079

fax: 520.618.3738 | 520.618.3719
Tiffany.Thompson@learninga-z.com | lcards@learninga-z.com

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed
7. Include a Learning A-Z quote matching your purchase order

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

Please review our terms and conditions carefully before activating your account.

https://help.learninga-z.com/article/Terms-of-Service

Thank you for your business!

© Learning A-Z

Terms of Service

Last Updated July 31, 2020

Learning A-Z Terms of Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR ACCOUNT.

1. ACCEPTANCE OF TERMS
Learning A-Z provides its services on any purchased website to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your use of any purchased website and its materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to Learning A-Z. You are also agreeing to accept a non-exclusive, non-assignable right and license to use Learning A-Z and its resources. Learning A-Z is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

2. DESCRIPTION OF SERVICE
Learning A-Z provides users with access to a rich collection of teaching resources through its collection of websites (the "Service"): Reading A-Z, Raz-Kids, Headsprout, Science A-Z, Writing A-Z, Vocabulary A-Z, and ReadyTest A-Z. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new resources, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Learning A-Z assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. LICENSE USAGE
A license grants access to the purchased Learning A-Z website as well as permission to use its copyrighted resources as part of the classroom curriculum. Each educator using the resources must have a license in order to obtain the necessary permission. Each Learning A-Z license is valid for one family or classroom only (with up to 36 students). If your family or classroom has less than 36 students, it is not permitted to share a license with another family or classroom. Purchasers of Learning A-Z Licenses may not resale, distribute or otherwise share classroom seats to parties outside of the individual classroom or family for which the license is purchased. Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of the classroom teacher using the resources.

As part of the registration process, each educator will select, or be provided with, a username and password ("Username"). You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website(s). Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

In order to access the Service, or use its downloaded resources, you need to obtain a username and password ("Username"). Usernames are either selected by, or issued to, individual subscribers or educators within a learning institution (collectively, "Users") as part of the registration process. You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the Services. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a

Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

You also agree that Usernames may not be shared within anyone outside the registered classroom and/or family. They may only be used by the administrator, educator, or student to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder. Users also agree to supervise and take full responsibility for the use of the Website by minors under the age of 13 years.

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person within the registered classroom and/or family 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 are responsible for notifying us immediately 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 Username. You must also promptly change your Username to prevent unauthorized access to your Account. We will have no liability for any circumstances arising from the unauthorized use of a Username or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

4. MODIFICATIONS TO SERVICE

Learning A-Z reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Learning A-Z shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Learning A-Z may change, add, or remove any part of this Agreement, or any other terms associated with the use of the website, at any time, by posting a notice of such changes to the Terms of Service page of the website. Any changes shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use the services after the notice is posted, you are indicating your acceptance of those changes.

5. SPONSORS, THIRD PARTIES, AND ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, sponsors, third parties, or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such sponsor, third party, or advertiser. You agree that Learning A-Z shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties, or advertisers on the Service.

6. LINKS

Learning A-Z may provide, or third parties may provide, links to other websites or Internet resources. Because Learning A-Z has no control over such websites and resources, you acknowledge and agree that Learning A-Z is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on, or available from, such websites or resources. You further acknowledge and agree that Learning A-Z shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on, or through any such website or resource.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LEARNING A-Z EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. LEARNING A-Z MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LEARNING A-Z OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 AND 7 MAY NOT APPLY TO YOU.

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12. HEADINGS FOR CONVENIENCE ONLY
The section titles in the TOS are for convenience only and have no legal or contractual effect.

13. VIOLATIONS
Please contact us immediately to report any violations.

14. INDEMNIFICATION
You agree to indemnify, defend, and hold Learning A-Z harmless from any claims and expenses, including reasonable attorneys' fees, arising from or related to any breach by you of any terms of this Agreement.

15. LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS
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Users understand that except for Learning A-Z Content, Learning A-Z does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Learning A-Z Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Learning A-Z. Learning A-Z neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws. In the event you download Content from Learning A-Z, the software, including any files, images incorporated in or generated by the software and data that may accompany the Content are licensed to you by Learning A-Z. Learning A-Z, or our contract partners, does not transfer title to the Content to you. Learning A-Z, or our contract partners, retains full and complete title to the Content and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Content.

18. SEVERABILITY

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.

19. ENTIRE AGREEMENT

This Agreement and any other terms and conditions of service on a Learning A-Z website constitute the entire agreement between you and Learning A-Z and govern your use of the Service.

20. REFUSAL OR DISCONTINUANCE OF SERVICE

In the event that Learning A-Z determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, it reserves the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Learning A-Z service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; (v) retroactively charge for the unauthorized use; and/or (vi) take any other action that Learning A-Z deems appropriate.

21. CHOICE OF LAW AND FORUM

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. Learning A-Z makes no representation that materials on Learning A-Z are appropriate or available for use in all locations. Those who choose to access Learning A-Z do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Learning A-Z are further subject to United States export controls. No materials from Learning A-Z may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria, Venezuela or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, 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.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – JUNE

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 June 10, 2021 Board meeting:

- California Collaborates! CAASFEP 2021 Webinar Series
- Project GLAD Research and Theory Professional Learning
- Real Talk About Co-Teaching
- The K-12 Education Funding Landscape: Strategies for Building Identity Management Into Your Next Grant Application

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 – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

APPROXIMATE COST
$35,700.00
(Amount)

Title II and Title I Funds
(Name of funding source and/or location)

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

Professional Development Backup Information – June 10, 2021

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Cynthia Gonzalez, Luis Ramos	California Collaborates! CAASFEP 2021 Webinar Series	Online	September 2-30, 2021 *(4 weekly Sessions)*	$800.00	Title I Fund
10 Administrators 80 Teachers	Project GLAD Research and Theory Professional Learning	Online	July 12-15, 2021 *(3 hours a day)*	$34,900.00	Title II Fund
Irma Y. Beltran	Real Talk About Co-Teaching	Online	May 19, 2021	$0	No Cost
Omar Calleros	The K-12 Education Funding Landscape: Strategies for Building Identity Management Into Your Next Grant Application	Online	June 15, 2021	$0	No Cost

BUSINESS

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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 #11 (May 3, 2021 through June 1, 2021): ▪ General Fund: 0000007213-0000007224, 0000007226-0000007270, 0000007274-0000007288, 0000007290-0000007291, 0000007293-0000007321, 0000007323, 0000007325, 0000007327-0000007335, 0000007337-0000007346, 0000007348-0000007354, 0000007356-0000007362, 0000007364-0000007374, 0000007376-0000007381, 0000007383-0000007395 ▪ Child Development Fund ▪ 0000007225, 0000007271-0000007273, 0000007289, 0000007322, 0000007324, 0000007326, 0000007347, 0000007375 Child Nutrition Fund: 0000007292, 0000007363 ▪ Capital Projects Funds: 0000007382, 0000007355.

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period May 3, 2021 through June 1, 2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$1,953,355.70
(Amount)

As listed above
(Name of funding source and/or location)

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

Purchasing Report (05/03/21 - 06/01/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/3/2021	0000007213	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3220000	4300001	024	$ 40.00
5/3/2021	0000007214	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	$ 3,525.00
5/3/2021	0000007214	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	$ 8,586.00
5/3/2021	0000007214	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	$ 980.50
5/3/2021	0000007214	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	3212000	5800500	080	$ 397.50
5/3/2021	0000007215	001012	CDW GOVERNMENT LLC	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	$ 991.39
5/3/2021	0000007216	004628	FOLLETT SCHOOL SOLUTIONS,INC	CONTRACTED SERVICES	0100	0000001	5800006	061	$ 11,451.25
5/3/2021	0000007217	0000000785	TIERNEY BROTHERS, INC.	TECHNOLOGY SUPPLIES	0100	7420000	4300000	010	$ 31,426.84
5/3/2021	0000007218	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	024	$ 603.27
5/3/2021	0000007219	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	6500000	4300011	054	$ 239.19
5/3/2021	0000007220	000370	DUNN-EDWARDS CORP.	COVID SUPPLIES	0100	3212000	4300000	010	$ 1,431.77
5/3/2021	0000007221	001161	HOME DEPOT	COVID SUPPLIES	0100	3212000	4300000	010	$ 10,908.39
5/3/2021	0000007222	0000000644	TRANSFINDER CORPORATION	ANNUAL SOFTWARE SERVICES	0100	0982000	5800006	074	$ 7,400.00
5/3/2021	0000007223	004678	AMAZON.COM, INC.	OFFICE INCENTIVES	0100	0300486	4300000	024	$ 1,625.22
5/3/2021	0000007224	004678	AMAZON.COM, INC.	OFFICE INCENTIVES	0100	0000002	4300000	062	$ 3,145.37
5/4/2021	0000007226	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	022	$ 824.10
5/4/2021	0000007227	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	020	$ 2,674.79
5/4/2021	0000007228	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 4,835.37
5/4/2021	0000007229	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,287.64
5/5/2021	0000007230	0000000728	A & I REPROGRAPHICS	COVID SUPPLIES	0100	3212000	4300000	010	$ 33,238.18
5/5/2021	0000007231	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	$ 673.18
5/5/2021	0000007232	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 1,389.98
5/6/2021	0000007233	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 1,404.39
5/6/2021	0000007234	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	3220000	4300001	024	$ 2,022.61
5/6/2021	0000007235	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 440.05
5/6/2021	0000007235	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	024	$ 30.70
5/6/2021	0000007236	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	$ 2,058.40
5/10/2021	0000007237	001793	CABE	REGISTRATION FEE	0100	3220000	5800010	024	$ 3,000.00
5/11/2021	0000007238	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 2,305.60
5/11/2021	0000007239	001178	SAN DIEGO COUNTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 178.55
5/11/2021	0000007239	001178	SAN DIEGO COUNTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 357.09
5/11/2021	0000007240	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	016	$ 2,047.38
5/12/2021	0000007241	004554	CARDLOCK VENDING INC.	MAINTENANCE AGREEMENT	0100	0982000	5600005	074	$ 253.21
5/12/2021	0000007242	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 877.29
5/12/2021	0000007243	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	0000000	5600005	069	$ 2,808.00
5/12/2021	0000007244	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 194.00
5/12/2021	0000007245	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 2,625.00
5/12/2021	0000007246	0000000789	JACK'S KEY SHOP	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 2,260.00
5/13/2021	0000007247	003522	CASA DE PUEBLO	CONTRACTED SERVICES	0100	0000000	5800010	071	$ 390.00
5/13/2021	0000007248	000535	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	020	$ 818.90
5/13/2021	0000007249	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	5800007	071	$ 191.40
5/13/2021	0000007250	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800002	071	$ 72.00
5/13/2021	0000007251	002771	SMART & FINAL	REFRESHMENTS	0100	0000002	4300000	062	$ 272.32
5/13/2021	0000007252	0000000495	CROWN AWARDS	AWARDS & INCENTIVES	0100	0300171	5800010	010	$ 623.73
5/13/2021	0000007253	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	022	$ 4,563.54

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/13/2021	0000007254	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 517.53
5/14/2021	0000007255	000526	THE MASTER TEACHER	AWARDS & INCENTIVES	0100	0300171	5800010	010	$ 460.49
5/14/2021	0000007256	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 185.86
5/14/2021	0000007257	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	071	$ 1,100.00
5/14/2021	0000007258	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 2,145.45
5/14/2021	0000007259	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 136.09
5/14/2021	0000007260	004785	SCHOOL MATE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 1,057.57
5/14/2021	0000007261	0000000072	ALL AMERICAN EMPLOYEE AWARDS	AWARDS & INCENTIVES	0100	0300171	5800010	010	$ 819.00
5/14/2021	0000007262	001012	CDW GOVERNMENT LLC	TECHNOLGY SUPPLIES	0100	0000000	4300002	067	$ 7,150.29
5/14/2021	0000007263	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600007	070	$ 1,100.00
5/14/2021	0000007264	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0300171	5800010	010	$ 3,130.73
5/15/2021	0000007265	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300006	022	$ 104.27
5/15/2021	0000007266	0000000650	PATHWAY COMMUNICATIONS LTD	INSTRUCTIONAL EQUIPMENT	0100	0000000	4300001	016	$ 2,737.47
5/16/2021	0000007267	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 721.02
5/16/2021	0000007268	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 1,994.69
5/16/2021	0000007269	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	020	$ 1,158.31
5/16/2021	0000007269	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	3010000	4300001	022	$ 1,158.31
5/16/2021	0000007270	004678	AMAZON.COM, INC.	INSTRUCIONAL SUPPLIES	0100	3010000	4300001	022	$ 831.03
5/17/2021	0000007274	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 1,057.77
5/18/2021	0000007275	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL MATERIAL	0100	0300020	4300001	020	$ 1,105.52
5/18/2021	0000007276	001612	PRESIDENT'S EDUCATION AWARDS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 0.54
5/18/2021	0000007277	004792	FUN AND FUNCTION, LLC	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	054	$ 122.79
5/18/2021	0000007278	002326	THERAPRO, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	054	$ 88.92
5/18/2021	0000007279	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	016	$ 1,019.79
5/18/2021	0000007280	0000000462	KID'S TALK EMBROIDERY	INSTRUCTIONAL MATERIAL	0100	0000000	4300011	016	$ 406.73
5/18/2021	0000007281	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	012	$ 2,288.61
5/18/2021	0000007282	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	012	$ 1,340.35
5/18/2021	0000007283	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	$ 680.50
5/18/2021	0000007284	0000000187	STEVEN V. BERRY	OFFICE MATERIAL	0100	0000000	4300001	025	$ 206.88
5/18/2021	0000007285	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	$ 770.27
5/18/2021	0000007286	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 398.75
5/18/2021	0000007287	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	$ 2,585.96
5/18/2021	0000007288	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 1,385.74
5/19/2021	0000007290	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	024	$ 554.09
5/19/2021	0000007291	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0300008	4300015	022	$ 883.87
5/19/2021	0000007293	0000000364	VENTURA COUNTY OFFICE OF ED	REGISTRATION FEES	0100	4035000	5200003	061	$ 200.00
5/20/2021	0000007294	004678	AMAZON.COM, INC.	MAINTENANCE EQUIPMENT	0100	3212000	4300000	010	$ 4,299.07
5/20/2021	0000007295	0000000266	STUDENT LAP TRACKER	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	$ 595.00
5/20/2021	0000007296	002539	ZONAR SYSTEMS	MAINTENANCE EQUIPMENT	0100	3212000	4400000	010	$ 11,220.00
5/20/2021	0000007297	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4400000	061	$ 637.88
5/20/2021	0000007298	0000000793	FREE SPIRIT PUBLISHING INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	025	$ 2,584.38
5/20/2021	0000007299	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 853.06
5/20/2021	0000007300	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY SUPPLIES	0100	3010000	4300001	022	$ 2,412.52
5/20/2021	0000007301	003986	R&R CONTROLS INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 129.36
5/20/2021	0000007302	004748	THE MARKETBOARD PEOPLE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 808.13

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/20/2021	0000007303	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	5630000	4300011	061	$ 1,344.44
5/20/2021	0000007304	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 86.99
5/20/2021	0000007305	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	3010000	4300001	022	$ 2,594.30
5/20/2021	0000007306	0000000488	DOLLARDAYS INTERNATIONAL, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 521.98
5/20/2021	0000007307	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 92.64
5/20/2021	0000007308	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	071	$ 668.70
5/20/2021	0000007308	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 56.29
5/20/2021	0000007309	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	025	$ 209.30
5/20/2021	0000007310	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	$ 1,337.39
5/20/2021	0000007311	004785	SCHOOL MATE	INSTRUCTIONS SUPPLIES	0100	3010000	4300001	022	$ 2,132.00
5/20/2021	0000007312	0000000048	RAPHAELS PARTY RENTALS INC.	CONTRACTED SERVICES	0100	0000002	5600001	050	$ 12,817.69
5/20/2021	0000007313	0000000493	FACTS EDUCATION SOLUTIONS LLC	PROFESSIONAL DEVELOPMENT	0100	4035000	5800010	014	$ 4,325.00
5/20/2021	0000007314	001501	REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 1,126.33
5/20/2021	0000007315	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	0000000	4300001	025	$ 314.59
5/21/2021	0000007316	0000000785	TIERNEY BROTHERS, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	$ 1,532.71
5/21/2021	0000007317	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	012	$ 820.29
5/21/2021	0000007318	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300011	020	$ 1,040.73
5/21/2021	0000007319	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	020	$ 1,158.31
5/21/2021	0000007320	004678	AMAZON.COM, INC.	AWARDS & INCENTIVES	0100	0300020	4300001	020	$ 229.28
5/21/2021	0000007321	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY SUPPLIES	0100	0000000	4400000	020	$ 2,412.52
5/24/2021	0000007323	004627	SAFETY-KLEEN SYSTEMS, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 308.12
5/24/2021	0000007325	001501	REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 815.32
5/24/2021	0000007327	002970	BIO CORPORATION	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	$ 596.61
5/24/2021	0000007328	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 2,703.63
5/25/2021	0000007329	0000000794	THE STEPPING STONE GROUP	PROFESSIONAL SERVICES	0100	3220000	5800010	054	$ 17,000.00
5/25/2021	0000007330	0000000795	ARDOR EDUCATION INC	CONTRACTED SERVICES	0100	3010000	5800006	022	$ 1,349.95
5/26/2021	0000007331	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY SUPPLIES	0100	0000000	4300002	018	$ 2,412.52
5/26/2021	0000007332	0000000749	CLASSKICK	LICENSING FEES	0100	3010000	5600005	022	$ 1,501.00
5/26/2021	0000007333	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300001	020	$ 5,188.60
5/26/2021	0000007334	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300002	018	$ 1,158.31
5/26/2021	0000007335	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 501.58
5/26/2021	0000007337	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	018	$ 204.71
5/26/2021	0000007338	0000000790	FRANK VILLALVA JR.	PROFESSIONAL SERVICES	0100	0982000	5600005	074	$ 10,000.00
5/26/2021	0000007339	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,447.00
5/26/2021	0000007340	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 3,452.36
5/26/2021	0000007341	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 4,623.06
5/26/2021	0000007342	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 1,602.30
5/26/2021	0000007343	0000000488	DOLLARDAYS INTERNATIONAL, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 911.57
5/27/2021	0000007344	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	$ 2,412.52
5/27/2021	0000007345	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	025	$ 463.33
5/27/2021	0000007346	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	022	$ 1,846.69
5/27/2021	0000007348	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 266.32
5/27/2021	0000007349	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMENT	0100	3182001	4300000	012	$ 4,825.05
5/27/2021	0000007350	002198	MOUNTAIN MATH/LANGUAGE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 875.55
5/27/2021	0000007351	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 1,922.86

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/27/2021	0000007352	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	3182001	4300000	012	$ 1,853.30
5/27/2021	0000007353	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500200	4400000	054	$ 4,308.92
5/27/2021	0000007354	003292	STARFALL EDUCATION	INSTRUCTIONAL MATERIAL	0100	5640000	4300001	054	$ 270.00
5/27/2021	0000007356	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 539.87
5/27/2021	0000007357	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	$ 6,099.00
5/27/2021	0000007357	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	$ 1,351.50
5/27/2021	0000007357	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	$ 1,722.50
5/27/2021	0000007358	0000000796	CROWD CONTROL WAREHOUSE LLC	OFFICE SUPPLIES	0100	0000000	4300001	018	$ 981.52
5/27/2021	0000007359	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 1,447.83
5/27/2021	0000007360	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 2,164.64
5/27/2021	0000007361	002198	MOUNTAIN MATH/LANGUAGE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 1,751.10
5/28/2021	0000007362	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 1,623.33
5/28/2021	0000007364	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000000	4300000	022	$ 684.27
5/28/2021	0000007365	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	025	$ 175.95
5/28/2021	0000007366	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300002	018	$ 2,594.30
5/28/2021	0000007367	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0300486	4300000	024	$ 236.46
5/28/2021	0000007368	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	020	$ 105.03
5/28/2021	0000007369	002043	JONES SCHOOL SUPPLY CO., INC.	STUDENT INCENTIVES	0100	0300486	4300333	024	$ 376.19
5/28/2021	0000007370	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	054	$ 396.30
5/28/2021	0000007371	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	$ 357.73
5/28/2021	0000007372	004678	AMAZON.COM, INC.	OFFICE INCENTIVES	0100	0000002	4300000	062	$ 51.49
5/28/2021	0000007373	0000000692	NADIA BRAUN	CONTRACTED SERVICES	0100	3220000	5800000	054	$ 5,920.00
5/28/2021	0000007374	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	018	$ 901.34
5/28/2021	0000007376	0000000798	MONOPRICE INC.	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	$ 2,107.75
5/29/2021	0000007377	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 5,775.68
5/29/2021	0000007378	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	024	$ 7,456.35
5/29/2021	0000007379	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	4300001	054	$ 749.68
5/30/2021	0000007380	0000000771	STUDIES WEEKLY, INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	018	$ 5,169.63
5/30/2021	0000007381	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300010	025	$ 951.12
5/30/2021	0000007383	000809	OFFICE DEPOT	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	014	$ 2,478.14
5/30/2021	0000007383	000809	OFFICE DEPOT	INSTRUCTIONAL MATERIAL	0100	4127000	4300001	014	$ 3,717.22
5/30/2021	0000007384	004185	B&H PHOTO,VIDEO	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	025	$ 649.26
5/30/2021	0000007385	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300002	067	$ 1,158.31
5/30/2021	0000007386	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	3220000	4300001	024	$ 1,103.53
5/30/2021	0000007387	0000000091	AVID CENTER	REGISTRATION FEES	0100	3010000	5200001	025	$ 9,350.00
5/30/2021	0000007388	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 472.26
6/1/2021	0000007389	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	020	$ 53,780.91
6/1/2021	0000007390	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 2,751.00
6/1/2021	0000007391	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0000000	5800006	064	$ 329.97
6/1/2021	0000007391	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0000000	5800006	067	$ 659.94
6/1/2021	0000007392	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 795.44
6/1/2021	0000007393	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 230.00
6/1/2021	0000007394	0000000751	EDPUZZLE, INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	025	$ 2,400.00
6/1/2021	0000007394	0000000751	EDPUZZLE, INC.	INSTRUCTIONAL MATERIAL	0100	3010000	5600005	022	$ 1,300.00
6/1/2021	0000007395	001178	SAN DIEGO COUNTY	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	016	$ 357.09

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site		Total by Account
							Total for 0100		**$**	**465,479.97**
5/3/2021	0000007225	004678	AMAZON.COM, INC.	OFFICE INCENTIVES	1200	6105000	4300444	076	$	718.20
5/17/2021	0000007271	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	1200	6105000	4300444	076	$	535.98
5/17/2021	0000007272	004678	AMAZON.COM, INC.	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	$	617.47
5/17/2021	0000007273	000809	OFFICE DEPOT	OFFICE MATERIAL	1200	5210000	4300000	076	$	3,988.71
5/19/2021	0000007289	0000000792	INDOFF, INCORPORATED	OFFICE MATERIAL	1200	5210000	4300000	076	$	1,680.47
5/21/2021	0000007322	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	9024002	4300001	076	$	1,022.88
5/24/2021	0000007324	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024002	4300001	076	$	13,211.63
5/24/2021	0000007326	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	$	6,268.42
5/27/2021	0000007347	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	1200	6105000	4300020	076	$	6,076.75
5/28/2021	0000007375	0000000797	LEARNING GENIE INC.	CONTRACTED SERVICES	1200	6105000	4300001	076	$	4,550.00
							Total for 1200		**$**	**38,670.51**
5/19/2021	0000007292	0000000639	EMS LINQ INC	CONTRACTED SERVICES	1300	5310000	5600005	085	$	1,185.78
5/28/2021	0000007363	0000000088	TECH-24	CONTRACTED SERVICES	1300	5310000	5600005	085	$	2,000.00
							Total for 1300		**$**	**3,185.78**
5/30/2021	0000007382	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4901	9010000	5800010	010	$	13,333.33
							Total for 4901		**$**	**13,333.33**
5/30/2021	0000007382	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4902	9010000	5800010	010	$	13,333.33
							Total for 4902		**$**	**13,333.33**
5/27/2021	0000007355	0000000327	PNC EQUIPMENT FINANCE, LLC	CONTRACTED SERVICES	4903	9010000	7438000	010	$	21,839.20
5/27/2021	0000007355	0000000327	PNC EQUIPMENT FINANCE, LLC	CONTRACTED SERVICES	4903	9010000	7439000	010	$	1,384,180.24
5/30/2021	0000007382	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4903	9010000	5800010	010	$	13,333.34
							Total for 4903		**$**	**1,419,352.78**
							Grand Total		**$**	**1,953,355.70**

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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 30, 2021 through June 1, 2021 with checks #14-774347 through #14-785208 for a total expenditure of $1,262,133.51 from the following sources:

General Fund - $1,063,668.20
Child Development Fund- $1,966.25
Child Nutrition Fund- $196,499.06

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of April 30, 2021 through June 1, 2021 for a total expenditure of $1,262,133.51.

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? ☒ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$1,262,133.51
(Amount)

Various (see above)
(Name of funding source and/or location)

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

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14774347	STEVEN V. BERRY	5/3/2021	$ 4,707.72	0100	INSTRUCTIONAL MATERIAL
14774348	MIRIAM M NINO	5/3/2021	$ 2,000.00	0100	PROFESSIONAL SERVICES
14774349	GRAINGER	5/3/2021	$ 1,192.71	0100	MAINTENANCE SUPPLIES
14775347	MRC SMART TECHNOLOGY SOLUTIONS	5/6/2021	$ 8,127.37	0100	MAINTENANCE AGREEMENT
14775349	XEROX FINANCIAL SERVICES	5/6/2021	$ 9,274.25	0100	CONTRACTED SERVICES
14775350	DECLUES, BURKETT & THOMPSON, APC	5/6/2021	$ 6,269.60	0100	LEGAL FEES
14775351	TRANSFINDER CORPORATION	5/6/2021	$ 7,400.00	0100	ANNUAL SOFTWARE SERVICES
14775352	JOHNSON CONTROLS	5/6/2021	$ 6,487.16	0100	CONTRACTED SERVICES
14775353	RIVERSIDE ASSESSMENTS, LLC	5/6/2021	$ 1,081.30	0100	INSTRUCTIONAL SUPPLIES
14775354	LEARNING WITHOUT TEARS	5/6/2021	$ 350.00	0100	REGISTRATION FEES
14775355	A & I REPROGRAPHICS	5/6/2021	$ 3,135.26	0100	COVID SIGNAGE
14775356	CORWIN	5/6/2021	$ 2,615.00	0100	PROFESSIONAL SERVICES
14775357	DIXIELINE LUMBER CO	5/6/2021	$ 407.15	0100	MAINTENANCE SUPPLIES
14775358	CITY TREASURER	5/6/2021	$ 5,031.86	0100	UTILITIES
14775359	SCHOOL HEALTH CORPORATION	5/6/2021	$ 230.82	0100	MEDICAL SUPPLIES
14775360	GRAINGER	5/6/2021	$ 9,813.75	0100	MAINTENANCE SUPPLIES
14775361	DUNN-EDWARDS CORP.	5/6/2021	$ 2,809.86	0100	COVID SUPPLIES
14775362	SPRINT	5/6/2021	$ 4,309.35	0100	CONTRACTED SERVICES
14775364	SOUTH BAY FENCE, INC.	5/6/2021	$ 4,775.00	0100	CONTRACTED SERVICES
14775365	REFRIGERATION SUPPLIES	5/6/2021	$ 1,683.11	0100	MAINTENANCE SUPPLIES
14775367	PENSKE TRUCK LEASING	5/6/2021	$ 731.12	0100	CONTRACTED SERVICES
14775368	HOME DEPOT	5/6/2021	$ 10,908.39	0100	COVID SUPPLIES
14775369	WILLY'S ELECTRONIC SUPPLY CO.	5/6/2021	$ 138.59	0100	MAINTENANCE SUPPLIES
14775370	BARNES AND NOBLE	5/6/2021	$ 193.65	0100	INSTRUCTIONAL SUPPLIES
14775372	PARENT INSTITUTE FOR QUALITY	5/6/2021	$ 18,000.00	0100	CONTRACTED SERVICES
14775374	BEST BUY	5/6/2021	$ 3,310.54	0100	INSTRUCTIONAL MATERIAL
14775376	BATTERY SYSTEMS	5/6/2021	$ 373.37	0100	MAINTENANCE SUPPLIES
14775377	TEAMTALK NETWORK	5/6/2021	$ 397.80	0100	CONTRACTED SERVICES
14775378	CITY NATIONAL BANK	5/6/2021	$ 145.00	0100	CONTRACTED SERVICES
14775379	BEST BEST & KRIEGER LLP	5/6/2021	$ 13,489.00	0100	LEGAL FEES
14775380	GALLAGHER BENEFIT SERVICES, INC	5/6/2021	$ 437.75	0100	PROFESSIONAL SERVICES
14775383	FOLLETT SCHOOL SOLUTIONS,INC	5/6/2021	$ 11,451.25	0100	CONTRACTED SERVICES
14775384	AUTO UPHOLSTERY MASTERS	5/6/2021	$ 1,799.00	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14775385	TEACHER SYNERGY LLC	5/6/2021	$ 301.32	0100	INSTRUCTIONAL MATERIAL
14776591	WESTERN PUMP INC.	5/10/2021	$ 777.00	0100	TRANSPORTATION MATERIAL
14776592	NAUMANN HOBBS MATERIAL	5/10/2021	$ 252.48	0100	MAINTENANCE SERVICES
14776593	CAPITOL ADVISORS GROUP, LLC	5/10/2021	$ 2,000.00	0100	PROFESSIONAL SERVICES
14776594	ANIXTER INC.	5/10/2021	$ 586.56	0100	MAINTENANCE SUPPLIES
14776595	DUDE SOLUTIONS, INC	5/10/2021	$ 11,581.89	0100	CONTRACTED SERVICES
14776596	LUCID8 LLC	5/10/2021	$ 1,495.00	0100	CONTRACTED SERVICES
14776597	LORD ARCHITECTURE INC.	5/10/2021	$ 4,145.47	0100	CONTRACTED SERVICES
14776598	KAMI	5/10/2021	$ 198.00	0100	INSTRUCTIONAL MATERIAL
14776599	SAN DIEGO GAS & ELECTRIC	5/10/2021	$ 2,818.10	0100	UTILITIES
14776600	WAXIE SANITARY SUPPLY	5/10/2021	$ 8,432.88	0100	COVID SUPPLIES
14776601	PARADIGM HEALTHCARE SERVICES	5/10/2021	$ 3,259.32	0100	CONTRACTED SERVICES
14776602	CURRICULUM ASSOC. INC.	5/10/2021	$ 500.00	0100	INSTRUCTIONAL SUPPLIES
14776603	CASBO	5/10/2021	$ 1,185.00	0100	REGISTRATION FEES
14776604	CDW GOVERNMENT LLC	5/10/2021	$ 5,867.00	0100	TECHNOLOGY SUPPLIES
14776605	NAPA AUTO AND TRUCK PARTS	5/10/2021	$ 155.91	0100	TRANSPORTATION SUPPLIES
14776606	AT&T	5/10/2021	$ 6,883.90	0100	UTILITIES
14776607	VALLEY INDUSTRIAL SPECIALTIES	5/10/2021	$ 201.49	0100	MAINTENANCE SUPPLIES
14776608	MPC ELECTRONICS INC	5/10/2021	$ 115.21	0100	TECHNOLOGY SUPPLIES
14776609	SPARKLETTS	5/10/2021	$ 45.59	0100	CONTRACTED SERVICES
14777741	CRYSTAL CLEAR GLASS & MIRROR	5/13/2021	$ 341.24	0100	MAINTENANCE SUPPLIES
14777742	BMR HEALTH SERVICES, INC	5/13/2021	$ 37,819.20	0100	PROFESSIONAL SERVICES
14777743	EBS - EDUATIONAL BASED SERVICES	5/13/2021	$ 24,016.00	0100	PROFESSIONAL SERVICES
14777744	MAXIM HEALTHCARE SERVICES, INC	5/13/2021	$ 29,250.00	0100	PROFESSIONAL SERVICES
14777745	DOLLARDAYS INTERNATIONAL, INC.	5/13/2021	$ 1,573.33	0100	OFFICE SUPPLIES
14777746	AARDVARK ANT & PEST CONTROL INC.	5/13/2021	$ 734.00	0100	CONTRACTED SERVICES
14777747	ANIXTER INC.	5/13/2021	$ 783.59	0100	MAINTENANCE SUPPLIES
14777748	NADIA BRAUN	5/13/2021	$ 5,920.00	0100	PROFESSIONAL SERVICES
14777749	YADIRA P. DIAZ	5/13/2021	$ 191.10	0100	REIMBURSEMENT
14777750	JUANA MARIN-DEGUIRE	5/13/2021	$ 53.97	0100	REIMBURSEMENT
14777751	SAN DIEGO GAS & ELECTRIC	5/13/2021	$ 36,170.23	0100	UTILITIES
14777752	WAXIE SANITARY SUPPLY	5/13/2021	$ 91,064.50	0100	CUSTODIAL SUPPLIES
14777753	LOURDES QUEZADA	5/13/2021	$ 32.63	0100	REIMBURSEMENT

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14777754	HOME DEPOT	5/13/2021	$ 5,883.17	0100	MAINTENANCE SUPPLIES
14777755	JOHNSON CONTROLS	5/13/2021	$ 8,304.04	0100	CONTRACTED SERVICES
14777756	REPUBLIC SERVICES	5/13/2021	$ 10,374.36	0100	UTILITIES
14777757	RANCHO SAN DIEGO NURSERY INC	5/13/2021	$ 366.33	0100	GROUNDS SUPPLIES
14777758	WILLIAM V. MAC GILL & CO.	5/13/2021	$ 560.57	0100	MEDICAL SUPPLIES
14777759	ASELTINE SCHOOL	5/13/2021	$ 5,431.40	0100	NON-PUBLIC SERVICES
14777760	PERMA BOUND PUB.	5/13/2021	$ 78.34	0100	INSTRUCTIONAL SUPPLIES
14777761	SHIRLEY ISLAS	5/13/2021	$ 45.57	0100	REIMBURSEMENT
14777762	SOUTHWEST SCHOOL & OFFICE	5/13/2021	$ 7,269.51	0100	CONVID SUPPLIES
14777763	OUR LADY OF MT. CARMEL SCHOOL	5/13/2021	$ 11,199.84	0100	REIMBURSEMENT
14777764	ALICIA MARISCAL	5/13/2021	$ 900.00	0100	CONTRACTED SERVICES
14777765	SCHOOL OUTFITTERS	5/13/2021	$ 83.37	0100	INSTRUCTIONAL MATERIAL
14777766	AMAZON.COM, INC.	5/13/2021	$ 16,615.47	0100	INSTRUCTIONAL SUPPLIES
14777768	AMERI-MEX PLUMBING INC	5/13/2021	$ 975.00	0100	CONTRACTED SERVICES
14777769	TEACHER SYNERGY LLC	5/13/2021	$ 93.49	0100	INSTRUCTIONAL MATERIAL
14779070	CORODATA RECORDS MANAGEMENT, INC.	5/17/2021	$ 130.92	0100	CONTRACTED SERVICES
14779071	DAILY JOURNAL CORPORATION	5/17/2021	$ 191.40	0100	CONTRACTED SERVICES
14779072	WLC ARCHITECTS INC	5/17/2021	$ 7,500.00	0100	CONTRACTED SERVICES
14779073	CAL PACIFIC TRUCK CENTER ,LLC	5/17/2021	$ 9,677.02	0100	CONTRACTED SERVICES
14779074	EMCOR SERVICES MESA ENERGY	5/17/2021	$ 24,830.00	0100	CONTRACTED SERVICES
14779075	AED SUPERSTORE	5/17/2021	$ 323.25	0100	MEDICAL SUPPLIES
14779076	PARADIGM HEALTHCARE SERVICES	5/17/2021	$ 500.00	0100	PROFESSIONAL SERVICES
14779078	COURTNEY TIRE SERVICE	5/17/2021	$ 302.68	0100	MAINTENANCE SUPPLIES
14779079	YMCA OF SAN DIEGO COUNTY	5/17/2021	$ 160,962.06	0100	PROFESSIONAL SERVICES
14779080	CASA DE PUEBLO	5/17/2021	$ 390.00	0100	CONTRACTED SERVICES
14779081	OPTIMUM FLOORCARE	5/17/2021	$ 622.63	0100	GROUNDS SUPPLIES
14779082	RUSSELL SIGLER, INC	5/17/2021	$ 717.70	0100	MAINTENANCE SUPPLIES
14779083	BEST PLUMBING SPECIALTIES INC	5/17/2021	$ 215.70	0100	MAINTENANCE SUPPLIES
14779084	CARDLOCK VENDING INC.	5/17/2021	$ 235.00	0100	MAINTENANCE AGREEMENT
14779085	AMERI-MEX PLUMBING INC	5/17/2021	$ 877.29	0100	CONTRACTED SERVICES
14779086	SAN DIEGO CENTER FOR CHILDREN	5/17/2021	$ 4,127.92	0100	PROFESSIONAL SERVICES
14779087	TIME AND ALARM SYSTEMS	5/17/2021	$ 194.00	0100	CONTRACTED SERVICES
14779088	FLYERS ENERGY	5/17/2021	$ 2,049.32	0100	CONTRACTED SERVICES

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14779089	XEROX CORPORATION	5/17/2021	$ 4,019.92	0100	MAINTENANCE AGREEMENT
14780251	ROSA LOPEZ	5/20/2021	$ 25.00	0100	REIMBURSEMENT
14780252	LORD ARCHITECTURE INC.	5/20/2021	$ 33,974.00	0100	CONTRACTED SERVICES
14780253	LAURA KELLEY	5/20/2021	$ 96.92	0100	REIMBURSEMENT
14780254	JACK'S KEY SHOP	5/20/2021	$ 2,260.00	0100	CONTRACTED SERVICES
14780255	THE INSTITUTE FOR EFFECTIVE	5/20/2021	$ 9,063.99	0100	PROFESSIONAL SERVICES
14780256	SAN YSIDRO SCHOOL DISTRICT	5/20/2021	$ 831.71	0100	REPLENISH CASH CLEARING
14780257	AMAZON.COM, INC.	5/20/2021	$ 1,641.21	0100	OFFICE SUPPLIES
14780258	LINDA GONZALES	5/20/2021	$ 185.82	0100	REIMBURSEMENT
14781447	ACCO ENGINEERED SYSTEMS, INC.	5/24/2021	$ 2,625.00	0100	CONTRACTED SERVICES
14781448	CITY TREASURER	5/24/2021	$ 33,462.73	0100	UTILITIES
14781449	EWING IRRIGATION	5/24/2021	$ 2,958.17	0100	GROUNDS SUPPLIES
14783262	P.I.P.S.	5/27/2021	$ 74,440.74	0100	PROFESSIONAL SERVICES
14783263	VECTOR USA	5/27/2021	$ 7,363.53	0100	PROFESSIONAL SERVICES
14783264	STEVEN V. BERRY	5/27/2021	$ 206.88	0100	OFFICE MATERIAL
14783265	XEROX FINANCIAL SERVICES	5/27/2021	$ 9,274.25	0100	CONTRACTED SERVICES
14783267	EBS - EDUATIONAL BASED SERVICES	5/27/2021	$ 23,864.00	0100	PROFESSIONAL SERVICES
14783268	VENTURA COUNTY OFFICE OF ED	5/27/2021	$ 200.00	0100	REGISTRATION FEES
14783269	HORIZON DISTRIBUTORS	5/27/2021	$ 1,341.29	0100	GROUNDS SUPPLIES
14783270	PANERA BREAD COMPANY	5/27/2021	$ 1,589.91	0100	REFRESHMENTS
14783271	FACTS EDUCATION SOLUTIONS LLC	5/27/2021	$ 4,325.00	0100	PROFESSIONAL DEVELOPMENT
14783272	AARDVARK ANT & PEST CONTROL INC.	5/27/2021	$ 1,314.00	0100	CONTRACTED SERVICES
14783273	ALLIANCE FOR AFRICAN ASSISTANCE	5/27/2021	$ 140.00	0100	PROFESSIONAL SERVICES
14783274	PRC-SALTILLO	5/27/2021	$ 16,151.74	0100	INSTRUCTIONAL EQUIPMENT
14783275	WEX BANK	5/27/2021	$ 3,515.36	0100	CONTRACTED SERVICES
14783278	LEARNING WITHOUT TEARS	5/27/2021	$ 350.00	0100	REGISTRATION FEES
14783279	GORM, INC.	5/27/2021	$ 46,085.26	0100	COVID SUPPLIES
14783280	A & I REPROGRAPHICS	5/27/2021	$ 33,238.18	0100	COVID SUPPLIES
14783281	FRANK VILLALVA JR.	5/27/2021	$ 2,025.00	0100	PROFESSIONAL SERVICES
14783282	CITY TREASURER	5/27/2021	$ 10,652.59	0100	UTILITIES
14783283	LAKESHORE	5/27/2021	$ 470.75	0100	INSTRUCTIONAL SUPPLIES
14783284	DUNN-EDWARDS CORP.	5/27/2021	$ 777.71	0100	MAINTENANCE SUPPLIES
14783285	AREY JONES EDU. SOLUTIONS	5/27/2021	$ 268.72	0100	OFFICE SUPPLIES

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14783286	WESTERN PSYCHOLOGICAL SERVICES	5/27/2021	$ 699.31	0100	INSTRUCTIONAL MATERIAL
14783287	ETA HAND2MIND	5/27/2021	$ 1,031.99	0100	INSTRUCTIONAL MATERIAL
14783288	JONES SCHOOL SUPPLY CO., INC.	5/27/2021	$ 1,408.59	0100	INSTRUCTIONAL SUPPLIES
14783289	HARBOR FREIGHT TOOLS	5/27/2021	$ 37.97	0100	MAINTENANCE SUPPLIES
14783290	THERAPRO, INC.	5/27/2021	$ 86.45	0100	INSTRUCTIONAL SUPPLIES
14783291	IMPERIAL SPRINKLER SUPPLY	5/27/2021	$ 198.57	0100	GROUNDS SUPPLIES
14783292	SMART & FINAL	5/27/2021	$ 272.32	0100	REFRESHMENTS
14783293	SOUTHWEST SCHOOL & OFFICE	5/27/2021	$ 1,252.22	0100	INSTRUCTIONAL SUPPLIES
14783294	TEAMTALK NETWORK	5/27/2021	$ 397.80	0100	CONTRACTED SERVICES
14783295	AMERI-MEX PLUMBING INC	5/27/2021	$ 8,950.00	0100	CONTRACTED SERVICES
14783296	SPARKLETTS	5/27/2021	$ 83.54	0100	CONTRACTED SERVICES
14783297	SOUTH BAY COMMUNITY SERVICES	5/27/2021	$ 16,429.00	0100	PROFESSIONAL SERVICES
14783298	TEACHER SYNERGY LLC	5/27/2021	$ 42.99	0100	INSTRUCTIONAL MATERIAL
14785207	CORWIN	6/1/2021	$ 182.08	0100	INSTRUCTIONAL SUPPLIES
Total Fund 01			**$1,063,668.20**		
14779077	SCHOLASTIC , INC	5/17/2021	1966.25	1200	INSTRUCTIONAL SUPPLIES
Total Fund 12			**$1,966.25**		
14775348	GOLD STAR FOODS	5/6/2021	80415.97	1300	CAFETERIA FOOD
14775363	HOLLANDIA DAIRY INC.	5/6/2021	76825.75	1300	CAFETERIA FOOD
14775366	P&R PAPER SUPPLY COMPANY, INC.	5/6/2021	8387.84	1300	CAFETERIA PAPER GOODS
14775371	LLOYD PEST CONTROL CO.	5/6/2021	384.00	1300	CONTRACTED SERVICES
14775373	CALIFORNIA DEPARTMENT OF	5/6/2021	624.15	1300	CONTRACTED SERVICES
14775375	ACE COOLING & FREEZING	5/6/2021	2313.49	1300	CONTRACTED SERVICES
14775381	AMERICAN PRODUCE DISTRIBUTORS	5/6/2021	12764.00	1300	CAFETERIA FOOD
14775382	GALASSO'S BAKERY	5/6/2021	2973.49	1300	CAFETERIA FOODS
14783266	CHEF'S TOYS & STAR RESTUARANT	5/27/2021	856.56	1300	CAFETERIA SUPPLIES
14783276	EMS LINQ INC	5/27/2021	1185.78	1300	CONTRACTED SERVICES
14783277	JOHNSON CONTROLS	5/27/2021	1715.33	1300	CONTRACTED SERVICES
14785206	JOHNSON CONTROLS	6/1/2021	8002.28	1300	CONTRACTED SERVICES
14785208	SAFEWAY INC. -VONS DIVISION	6/1/2021	50.42	1300	REFRESHMENTS
Total Fund 13			**$196,499.06**		
Grand total			$1,262,133.51		

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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 organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations valued at $5,150.00 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 2020-2021 Budget?
☐ Yes ☐ No

Requisition #

DONATIONS $5,150.00	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

BOARD MEETING: June 10, 2021		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Best Best & Krieger LLC	District	$5,000.00	NA	Staff Appreciation Events
Tom Silva	District	$150.00	NA	Staff Appreciation Events
		$5,150.00	**$0.00**	
	TOTAL:	**$5,150.00**		

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: 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.

The term of this agreement is from July 1, 2021 to June 30, 2023.

RECOMMENDATION:
Approve the renewal agreement with Keenan & Associates to provide Property and Casualty Claims Administration Services from July 1, 2021 to June 30, 2023 at an estimated amount of $700,000.00 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 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$700,000.00
(Amount)

General
(Name of funding source and/or location)

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

PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT

This **Property and Casualty Claims Administration Services Agreement** ("Agreement") is made and entered into by and between **San Ysidro School District** ("Client") and **Keenan & Associates** ("Keenan"), as of **July 1, 2021** ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from **July 1, 2021** through **June 30, 2023** ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

Exhibit A-1 – Administrative Services ☒
Exhibit A-2 – Adjustment Services ☒
Exhibit A-3 – Investigative Services ☒
Exhibit A-4 – Additional Investigative Services ☒

B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by **Southern California ReLiEF**. Such claims shall be referred to hereafter as "Claims."

C. Keenan shall perform its obligations hereunder as an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage.

D. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement. Except for Keenan's responsibilities with respect to funds obtained from or held on behalf of Client, Keenan shall not be a fiduciary of Client.

E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.

B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.

C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.

D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.

E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.

F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

A. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;

B. General Liability: Coverage (including motor vehicle operation) with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability, where Keenan shall add Client as an additional insured;

C. Errors and Omissions: Coverage with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability and,

D. Cyber Liability/Privacy: Coverage with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. DISPUTE RESOLUTION

A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in San Diego County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.

B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. TERMINATION

A. This Agreement may be terminated upon the occurrence of any of the following events:

i. By either party upon the dissolution or insolvency of either party;

ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either

party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.

v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.

C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. DISPOSITION OF FILES

A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. OWNERSHIP OF RECORDS

A. Records of the services provided under this Agreement shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all Client files except as may otherwise be agreed to, in writing, between Keenan and Client.

12. SOLICITATION OF EMPLOYEES

During the Term and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any

employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations of advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

13. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

14. **OTHER RELATIONSHIPS**

A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.

B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.

C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

15. **GENERAL**

A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be

interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.

C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.

D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.

E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.

G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.

H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department
Fax: (310) 533-0573

I. This Agreement may be executed in counterparts and by fax signatures.

J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

San Ysidro School District			**Keenan & Associates**	
Signature:			**Signature:**	
By:	**Marilyn Adrianzen**		**By:**	**Eric J. Lucas, Esq**
Title:	**CBO**		**Title:**	**Vice President**
Address:	**4350 Otay Mesa Road**		**Address:**	**2355 Crenshaw Blvd., Ste. 200**
	San Ysidro, CA 92173			**Torrance, CA 90501**
Attention:	**Marilyn Adrianzen**		**Attention:**	**Greg Trapp**
Telephone:	**(619) 428-4476x3004**		**Telephone:**	**(949) 940-1760x5165**
E-mail:	**marilyn.adrianzen@sysdschools.org**		**E-mail:**	**gtrapp@keenan.com**

EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:

   A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.

   B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.

   C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

EXHIBIT A-2
ADJUSTMENT SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:

   A. The maintenance of a file on each Claim reported to Keenan.

   B. Periodic review and adjustment of reserves on all open Claims.

   C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.

   D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.

   E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.

   F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.

   G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.

   H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.

   I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

EXHIBIT A-3
INVESTIGATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:

   A. Receipt and examination of all reports of Claims.

   B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.

   C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.

   D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.

2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:

   A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").

2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.

3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

EXHIBIT A-5
SECTION 111 REPORTING SERVICES

1. Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("Section 111") requires the reporting of certain liability settlements and/or payments to the Center for Medicare Services ("CMS"). Client is the Responsible Reporting Entity ("RRE"), as defined under Section 111, for any liability payment or settlement made by it from its own funds.

   For each claim managed by Keenan under the Agreement, Keenan shall, in its capacity as TPA, perform the following services:

   a. Determine whether or not a Section 111 report ("Report") must be filed; and

   b. File any required Reports on behalf of Client.

2. When a claim payment or settlement exceeds Client's retained limit or deductible ("MRL/Deductible"), Keenan, as Client's TPA, shall file a Report with respect to the portion of the payment made from the client's MRL/Deductible. The coverage provider, **Southern California ReLiEF**, is responsible for submitting a Report with respect to any payments made by the coverage provider.

3. It is the Client's responsibility to timely provide Keenan with all information in its possession that is required for the filing of a 111 Report. Keenan shall not be responsible for any penalty or fine that is assessed for a failure to file a timely, accurate and/or complete Report if such failure was the result of the failure of the Client or any third party to provide Keenan with all information necessary to file a timely, accurate, and complete Report.

4. Keenan cannot issue a payment to a claimant until all information required for the filing of a Report has been received.

5. Keenan shall have no responsibility to file a Report for any payment or settlement made by Client without the involvement of Keenan. In such cases, Client, or its designee, shall be solely responsible for its own Section 111 compliance. This includes, without limitation, the determination of whether or not a Report must be submitted, as well as the preparation and submission of all required Reports.

EXHIBIT B
COMPENSATION

1. Client agrees to pay Keenan fees calculated as follows:

   A. For the period of **July 1, 2021-June 30, 2022**:

V.P./A.V.P./Claims Manager -	$98.40 per hour
Senior Claims Examiner -	$92.83 per hour
Claims Examiner -	$82.22 per hour
Expenses -	44% of hourly billings
Minimum per file charge	One hour

2. Fees for subsequent contract years, as applicable, will be determined based upon Keenan's then-current hourly rate. Keenan shall provide Client notice of the rates for subsequent years at least sixty (60) days before the beginning of the applicable contract year.

3. Invoices will be issued quarterly for fees for time and expense actually accrued, if any, and are due and payable upon receipt of the invoice.

4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GOVERNMENT FINANCIAL STRATEGIES

BACKGROUND INFORMATION:

The District would like to participate in the San Diego County School Districts Tax and Revenue Anticipation Notes (TRANS) Program, Note Participations, Series 2021-22A. Government Financial Strategies serves as the Financial Advisor for districts participating in the TRANS Program through the 2015 proposal to the San Diego County Office of Education.

The cost implications are $9,000 per participant plus a flat fee of $27,000 to be allocated to participants based on the amount of their TRANs. Such fees are payable from TRANs proceeds when the TRANs closes or $225 per hour (NTE 10 hours) should the District decide not to proceed.

RECOMMENDATION:

Approve the agreement with Government Financial Strategies to serve as financial advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes (TRANs), Series 2021-22A at an estimated cost of $36,000.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

ESTIMATE
$36,000.00
(Amount)

TRANs or 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 11th day of June 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Government Financial Strategies Company/Consultant	(916) 444-5100 Telephone Number
1228 N Street, Suite 13, Sacramento, CA 95814 Address	www.gfsi.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: May 25, 2021 To: 06-30-22 or Completion of project whichever happens first.

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.

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 a reasonable time and in accordance with this Agreement.

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 RESPONSIBLIITIES 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 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. **District waives _____**
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. **District waives _____**
3. **Workers' Compensation (Employer's Insurance):** 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. **District waives _____**
4. **Professional Liability (Errors and Omissions):** Insurance appropriates 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 judgements 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 _____**

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 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. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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 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 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.

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 seven (7) 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, date, 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 direct by 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 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 free and harmless the District, its officials, officers, employees, volunteers, and agents from any and all claims, demands, causes of action, costs, expenses (including attorney's fees), 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.

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:	**Government Financial Strategies**
Name:	Rich Malone
Title:	Financial Advisor
Address:	1228 N Street, Suite 13
City/State/Zip Code:	Sacramento, CA 95814
Telephone:	(916) 444-5100
Email:	rich@gfsi.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	

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

Government Financial Strategies
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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/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 SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

SEE ATTACHED MEMORANDUM WITH GOVERNMENT FINANCIAL STRATEGIES
DATED MAY 24, 2021

RE: TO SERVE AS MUNICIPAL ADVISOR ON THE SAN DIEGO COUNTY SCHOOL DISTRICTS TAX AND REVENUE ANTICIPATION NOTES, SERIES 2021-22 A.

INCLUDES:

- SCOPE OF WORK AND FEES
- DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

Government Financial Strategies

EXHIBIT A

MEMORANDUM

To: Marilyn Adrianzen

From: Rich Malone RSM

Date: May 24, 2021

Re: Scope of Work to Serve as Municipal Advisor on the San Diego County School Districts Tax and Revenue Anticipation Notes, Series 2021-22 A

We have prepared this scope of work to serve as municipal advisor to the District associated with its potential participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Note Participations, Series 2021-22 A. This scope is consistent with our 2015 proposal to the San Diego County Office of Education (SDCOE) whereby we were selected to serve as the municipal advisor to participants in the TRANs program.

We anticipate our firm would be involved with the following tasks:

- Provide background information on tax and revenue anticipation notes (TRANs).
- Prepare a TRANs sizing model based on a cash flow projection format developed by SDCOE.
- Review and provide feedback on the District's General Fund (and other unrestricted funds, if any) cash flow projections.
- Evaluate alternative methods of addressing projected cash flow shortfalls, including interfund borrowing, County Treasurer borrowing, and tax and revenue anticipation notes (TRANs).
- Based upon the District's requirements and preferences, recommend a cash flow financing plan for the District.

Should the District decide to issue TRANs as part of the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2021-22 A, our services would include the following as appropriate:

- In coordination with San Diego County, develop and manage the financing schedule of events.
- In coordination with San Diego County, assist with identifying and selecting the financing team (e.g. bond counsel, disclosure counsel, underwriter, etc.).
- Recommend an appropriate size for the TRANs consistent with legal requirements.
- Structure the TRANs to meet the goals of the program participants as a whole as well as the District individually.
- Review the District authorizing resolution, purchase agreement, trust agreement, closing documents, and other legal documents.

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- Assist in the completion of a disclosure due diligence questionnaire.
- Assist with obtaining a credit rating for TRANs.
- Review the preliminary and final official statements.
- In coordination with San Diego County, negotiate pricing terms with the underwriter.
- Manage the closing of the financing.
- Prepare a summary memorandum documenting the results of the sale.
- If requested, file the annual debt transparency report with the California Debt and Investment Advisory Commission for the TRANs by January 31, 2022.
- Assist with the determination of whether the District owes rebate associated with its participation in the San Diego County School Districts Tax and Revenue Anticipation Notes Program, Series 2021-22 A.
- Coordinate with staff as needed.
- Coordinate with bond counsel, disclosure counsel, underwriter and other interested parties as needed.

As indicated in our 2015 proposal to SDCOE, our fee to the TRANs program participants is $9,000 per participant plus a flat fee of $27,000 to be allocated to participants based on the amount of their TRANs. Such fees are payable from TRANs proceeds when the TRANs closes.

In addition, should the District decide not to issue TRANs, any services provided to assist the District in advance of a decision to participate in the pool may be billed on an hourly basis at $225 per hour (not-to-exceed 10 hours).

Please call me if you have any questions or comments.

REM/sed

Signed:

_____

Marilyn Adrianzen
Chief Business Official
San Ysidro School District

Date: _____

Board Approved: _____

Government Financial Strategies

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

Conflicts of Interest

Government Financial Strategies is required to provide written disclosure to all municipal advisory clients about the actual or potential conflicts of interest presented by our representation of San Ysidro School District ("Client").

List of Potential Conflicts of Interest

Other Municipal Advisory Clients. Government Financial Strategies serves a wide variety of clients, some of which may have overlapping jurisdictions with Client and/or may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Government Financial Strategies serves as municipal advisor to other municipal advisory clients and, in such cases, depending on the client, may owe a fiduciary duty to such other clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Government Financial Strategies could potentially face a conflict of interest arising from these competing client interests. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients and to act in Client's best interests without regard to the financial or other interests of Government Financial Strategies or its officers or employees.

Outside Business Activity – Government Finance Education Institute. The President of Government Financial Strategies, Lori Raineri, serves on the Board of Directors and as the Executive Director of Government Finance Education Institute, a nonprofit public benefit corporation organized for the primary purpose of providing educational information to help public agencies identify practical methods to increase efficiency, reduce costs and be good stewards of public funds. In acting in her role with Government Finance Education Institute, Lori Raineri may from time to time have interests that could have a direct or indirect impact on the interests of Client and could potentially face a conflict of interest. However, with respect to this potential conflict, Government Financial Strategies mitigates such conflict through adherence to its fiduciary or similar duty to its municipal advisory clients which requires it to, amongst other things, deal honestly and with good faith with its clients and to act in Client's best interests without regard to the financial or other interests of Government Financial Strategies or its officers or employees.

The fees to be paid by the Client to Government Financial Strategies may be partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Government Financial Strategies may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Government Financial Strategies may have an incentive to

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discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Government Financial Strategies manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

Government Financial Strategies has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal entity clients such as the Client. To the extent any such material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement in a timely manner.

Municipal Advisor Registration, Legal and Disciplinary Events

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (registration number 867-00775) and the Municipal Securities Rulemaking Board ("MSRB") (registration number K0127). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can be found by accessing the SEC's EDGAR system Company Search Page which is available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Government Financial Strategies or for our CIK number which is 0001617177.

There have been no material changes to the legal or disciplinary events that Government Financial Strategies has disclosed to the SEC.

Client Brochure

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Termination

Either party may terminate the agreement upon thirty (30) days advance written notice to the other party.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BEST BEST & KRIEGER LLP

BACKGROUND INFORMATION:
Best Best & Krieger (BBK) shall provide Counsel legal services as requested by the District pertaining to legal matters that currently exist or that might arise in the future for which the District seeks representation by Counsel, including matters related to labor and employment, general education, special education, business services, facilities, governmental relations, public agency litigation and charter schools.

RECOMMENDATION:
Approve the 3-year legal services agreement with Best Best & Krieger, LLP.

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 #

Per Rates on the Agreement
(Amount)

General Fund
(Name of funding source and/or location)

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

AGREEMENT FOR LEGAL SERVICES
BETWEEN
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT
AND
BEST BEST & KRIEGER LLP

1. PARTIES

The Parties to this Agreement are the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT** ("Client"), and the law firm of **BEST BEST & KRIEGER LLP** (hereinafter "Counsel").

2. RECITALS

2.1 Counsel is a law firm providing general and special legal services to public school districts and other entities.

2.2 Client desires to obtain from Counsel legal services as described in this agreement.

3. LEGAL SERVICES

Counsel shall provide legal services to Client on legal matters that currently exist or that might arise in the future for which the District seeks representation by Counsel, including matters related to labor and employment, general education, special education, business services, facilities, governmental relations, public agency, litigation, and charter schools.

4. COMPENSATION

4.1 Client shall compensate Counsel on an hourly basis for services at the hourly rate of Two Hundred Ninety Dollars ($290) for the services provided by Partners and Of Counsel. Client shall compensate Counsel on an hourly basis for services rendered hereunder at the hourly rate of Two Hundred Forty Dollars ($260) for Associates, and One Hundred Ninety-Five Dollars ($195) for paralegals.

4.2 The above rates will be adjusted annually using the cost of living index. At the start of the Client's fiscal year, beginning July 1, 2022 and every July 1 thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the cost of living

for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth in San Diego-Carlsbad, CA area (bi-monthly) provided, however, that such adjustment shall never be lower than zero percent (0%) nor more than 4%.

4.3 There is no separate charge for secretarial or other administrative charges. Counsel's fees include all routine word processing, secretarial, and office costs associated with the provision of legal services.

4.4 Reimbursement of costs advanced by Counsel on behalf of Client, as well as other specific expenses, will be billed in addition to the amount billed for professional fees. These reimbursable costs currently include but are not limited to automobile mileage for extraordinary (out of County) travel at the approved rate of $0.54 per mile, as adjusted to reflect the then current IRS mileage reimbursement rate, long distance telephone calls, computer research, court filing fees and other court-related expenditures including court reporter and transcription fees, extraordinary photocopy charges, and any costs of producing or reproducing photographs. Reimbursement for actual and necessary expenses incurred by Counsel will be provided by Client in accordance with the Billing Policies attached hereto and incorporated herein by reference.

5. TERMS

5.1 The term of this Agreement shall be from the date of execution for a period of (3) years which may be extended by mutual agreement. At any time with or without cause, either party shall have the right, in its sole discretion, to terminate the Agreement by giving thirty (30) days' written notice to the other party. There shall be no grace period after giving notice of termination.

5.2 In the event of termination by Client, Counsel will be paid for all services performed prior to the date of termination or as authorized by the Client or as necessary to transfer files to successor legal counsel.

5.3 Client shall have the right to specify the attorney(s) providing legal services under this Agreement by contacting the undersigned; provided, however, that this right shall not affect Client's obligation to pay for services rendered.

6. INSURANCE COVERAGE

Counsel carries errors and omissions insurance with Lloyd's of London. After a standard deductible amount, this insurance coverage exceeds what is required by the State of California. Counsel agrees to notify Client if this policy is cancelled or non-renewed.

7. ACCOUNTS

Counsel will provide Client with a monthly itemized statement by topic for services rendered hereunder. This statement will set forth, in addition to professional fees, any costs advanced by Counsel on behalf of Client, as well as any travel, long distance telephone calls, computer research, photocopy costs or other costs to be paid by Client and incurred by Counsel on behalf of the Client. Payment shall be due to Counsel within thirty (30) days of receipt of each monthly invoice.

8. INDEPENDENT CONTRACTOR

Counsel shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which Counsel, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of Counsel's employees, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. AGREEMENT

This Agreement represents the entire understanding of Client and Counsel as to those matters contained herein, and supersedes and cancels any prior oral or written agreements, understanding, promises or representations with respect to those matters covered hereunder.

- Signature page follows –

SIGNATURES OF AUTHORIZED REPRESENTATIVES:

Date: _____

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT
("Client")

By: _____

Name: Gina Potter, Ed.D

Its: Superintendent

Date: _____

BEST BEST & KRIEGER LLP ("Counsel")

By: _____
Joseph Sanchez, Partner

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

BACKGROUND INFORMATION:
The District desires to retain and engage Atkinson, Andelson, Loya, Ruud & Romo to perform legal and, upon request, non-legal consultant services on the District's behalf from July 1, 2021 through June 30, 2022. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such service are to be designated by the Superintendent of the District or designee.

RECOMMENDATION:
Approve the agreement with Atkinson, Andelson, Loya, Ruud & Romo from July 1, 2021 through June 30, 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 #

Per Rates on the Agreement
(Amount)

General Fund
(Name of funding source and/or location)

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

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2021, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SAN YSIDRO ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2021, through June 30, 2022. For the period July 1, 2021, through June 30, 2022, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	$320.00
Partners/Senior Counsel	$300.00
Senior Associates	$290.00
Associates	$280.00
Electronic Technology Litigation Specialist	$250.00
Non-Legal Consultants	$210.00
Senior Paralegals/Law Clerks	$185.00
Paralegals/Legal Assistants	$185.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw,

photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law

Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in 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.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2021, through June 30, 2022, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

/ / /

/ / /

XII. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2021.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
JOHN M. RAJCIC

"District"

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Dated: _____ By: _____
GINA A. POTTER, ED.D.
Superintendent

Board approved:

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH STEPPING STONES GROUP LLC

BACKGROUND INFORMATION:
Due to the lack of a Resource Specialist at San Ysidro Middle School, Stepping Stones Group LLC., previously known as Staff Rehab, is a Special Education Local Plan Area (SELPA) approved nonpublic agency that will be providing staff for 2020-21 (April 16, 2021 to June 30, 2021) or until the position is filled, whichever happens first.

Cost Implication: $69.00 per hour x 7 hours/day = $483.00/day
Duration: as needed during 2020-21 (approximately 53 days)

RECOMMENDATION:
Approve/Ratify the agreement with Stepping Stones Group LLC to provide a Resource Specialist for San Ysidro Middle School during 2020-21 at an estimated cost of $26,000.00 from the Special Education 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 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

ESTIMATE
$26,000.00
(Amount)

Special Education 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 10th day of June 2021, by and between the San Ysidro School District, hereinafter called the "District", and

The Stepping Stones Group LLC Company/Consultant	888-835-0894, ext. 123 Telephone Number
5000 Birch Street, West Tower, Suite 3000, Newport Beach, CA 92660 Address	thesteppingstonesgroup.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 16, 2021 To: June 30, 2021 ("as needed" basis)

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.

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 a reasonable time and in accordance with this Agreement.

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 RESPONSIBLIITIES 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 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. **District waives _____**
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. **District waives _____**
3. **Workers' Compensation (Employer's Insurance):** 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. **District waives _____**
4. **Professional Liability (Errors and Omissions):** Insurance appropriates 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 judgements 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 _____**

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 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. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). 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 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 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.

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 seven (7) 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, date, 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 direct by 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 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.

Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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.

COMPANY:	**The Stepping Stones Group LLC**
Name:	Sara Palmer
Title:	Western Market President
Address:	5000 Birch Street, West Tower, Suite 3000
City/State/Zip Code:	Newport Beach, CA 92660
Telephone:	888-835-0894, ext. 123
Email:	sara@thesteppingstonesgroup.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
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
Email:	marilyn.adrianzen@sysdschools.org	oscar.madera@sysdschools.org

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

The Stepping Stones Group LLC
Firm Name

Signature of Authorized Agent

Sara Palmer, Western Market President
Print Name, Title

Date:

Phone Number: 888-835-0894, ext. 123

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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/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 SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Services include:

Under the direction of the site Principal and in cooperation with the Special Education department, the Resource Specialist is responsible for providing consultation, coordination planning, evaluation, remediation and direct instructional services for students with special needs as directed by the Individualized Education Plan (IEP).

Please see attached Job Descriptions for Resource Specialist Teaching position.

Rate: $69/hr x 7 hours/day
Number of work days for contractor is based on student calendar.
Duration: On an “As needed” basis from April 16, 2021 to June 30, 2021

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: NONPUBLIC SCHOOL MASTER CONTRACT WITH SAN DIEGO CENTER FOR CHILDREN FOR SCHOOL YEAR 2020-2021 - AMENDMENT

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

On September 17, 2020, the Governing Board approved the contract with San Diego Center for Children to provide specialized services during 2020-21. The contract has been amended to include the following:

- COVID-19 related amendment: Due to the COVID-19 pandemic, the San Diego County Office of Education amended the Nonpublic School Master Contract to add provisions of remote and/or distance learning educational services to students who will receive special education and/or related services provided by Nonpublic Schools. The NPS will provide an education program in compliance with Education Code, to address pandemic restrictions for schools during the 2020-2021 school year. Contractor will stay informed on all requirements, as summarized on the amendment.
- Change in cost: After an Individualized Education Program (IEP) meeting held on March 8, 2021, it was determined that services needed to be modified; therefore, the total cost for services increased from $47,031.96 to $47,492.40 a difference of $460.44.

RECOMMENDATION:
Approve/Ratify the amendment to the 2020-21 San Diego County Nonpublic School Master Contract with San Diego Center for Children to include a COVID-19 related amendment and a service cost increase to Appendix A -Individual Service Agreement at a revised total of $47,492.40 from the Special Education 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 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$47,492.40
(Amount)

Special Education
(Name of funding source and/or location)

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

COVID-19 RELATED AMENDMENT TO
2020-2021 NONPUBLIC SCHOOL MASTER CONTRACT

This Amendment to the 2020-2021 San Diego County Nonpublic Master Contract ("Amendment"), is made and entered into this 11th day of June 2021, ~~2020~~, by and between the San Ysidro School District ("Local Education Agency" or "LEA") and the Nonpublic School San Diego Center For Children ("Contractor") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties executed the 2020-2021 San Diego County Nonpublic Master Contract ("Contract") for the purpose of LEA and Contractor being able to provide special education and related services to individuals with exceptional needs through their Individualized Education Programs, as required by Education Code section 56365 et seq.; and

WHEREAS, uncertainty continues such that funding and expectations for attendance and learning are governed by budget bills, such as Senate Bill 98 and pending revisions, that govern expectations for attendance and learning for 2020-2021 school year, as well as funding; and

WHEREAS, Contractor is both willing and able to provide the special education and related services contemplated by the Master Contract, on behalf of LEAs, in keeping with federal, state, and local public health regulations, orders, and guidance in response to COVID-19; and

WHEREAS, the Parties desire to agree to amendments for the 2020-2021 school year or until COVID-19 restrictions cease, whichever occurs sooner, and desire to amend the Master Contract to account for COVID-19 Federal, State, and local health emergency orders and regulations, and ensure that special education and related services provided by Contractor's schools on behalf of LEAs are consistent with State and Federal guidance; and

WHEREAS, the San Diego County Special Education Local Plan Area ("SELPA") Directors and the County Director of Special Education approve this Amendment, as required by Paragraph 1.3 of the Contract, to which the SELPAs are not a party;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to the Contract.

    a. Amendment. The following provisions shall apply during 2020-2021 school year, or until distance learning is no longer required, whichever occurs first:

        i. Contractor shall submit to the LEA for approval, a plan for the provision of remote and/or distance learning educational services to pupils who will received special education and/or related services provided by the Contractor ("Distance Learning Plan"). The LEA shall not withhold approval of the Distance Learning Plan if it reasonably meets the requirements set forth below and may base approval on applicable State law and/or State or Federal guidance. Invoices of the

distance learning activities conducted in good faith and in accordance with its Distance Learning Plan by Contractor from July 1, 2020, to the date of this Amendment's adoption shall be accepted by LEA for payment.

ii. Contractor will provide education program in compliance with Education Code, as amended to address pandemic restrictions for schools, during the 2020-2021 school year. Contractor will stay informed on all requirements of law, including Senate Bill 98 requirements, summarized as follows:

1. Confirmation of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work during any required distance learning; report to LEA within 24 hours of any pupil who does not have connectivity or a device or both;
2. Content provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
3. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support;
4. Special education, related services, and any other services to include accommodations necessary to ensure that each pupil's individualized education program can be executed in a distance learning environment;
5. Daily live interaction with qualified staff for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders, and, to the extent feasible, shall include the pupil's peers. Anytime daily live interaction is not feasible as part of regular instruction, Contractor will communicate with the LEA to amend or revise Distance Learning Plan if alternative plans are required. The Parties acknowledge the importance of frequent communication if alternative planning becomes necessary to ensure continuity of learning during distance learning;
6. Written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction, as well as notification to the LEA of the steps taken; and
7. Regular communications with parents and guardians and the LEA regarding a pupil's academic progress, including when live interaction is not feasible.

iii. In lieu of regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Paragraph 4.3(c) of the Contract), during any period of distance learning the Contractor shall submit to the LEA a work plan and detailed service logs documenting daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided in accordance with the Distance Learning Plan. In addition, a weekly engagement record shall be completed for each pupil that documents each student's daily participation in synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, tracking documents, and the completion of assignments. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between Contractor's employees and pupils or parents or guardians. The detailed service logs shall indicate that a pupil who, on a given day, does not participate in any of the activities specified in Contractor's Distance Learning Plan. The Contractor may comply with this paragraph by using templates prepared by CDE for this purpose.

iv. The LEA shall make payment to the Contractor for those days in which education and services identified in Contractor's Distance Learning Plan were actually provided by the Contractor, as documented by detailed service logs, and as set forth in the Master Contract.

b. The Amendment shall remain in effect for as long as local San Diego County public health orders require public schools to operate through distance learning. The Parties acknowledge and agree they have reviewed and will stay current on amendments to the Education Code made for the 2020-2021 school year, and affirm importance of as much in person, classroom-based instruction, as long as in compliance with health and safety requirements. The Parties agree to communicate to determine when any in person instruction or services may be provided, such that the LEAs may have sufficient notice to arrange for transportation required as a related service.

2. Provisions of the Contract Reaffirmed.

All other provisions of the Contract shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Contract, the provisions of this Amendment shall control.

This Amendment, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Contract may not be further amended in any way except as specified in Paragraph 1.3 of the Contract.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date set forth above.

Date

Authorized Representative Signature
Name and Title:
Nonpublic School: San Diego Center for Children

Date

Authorized Representative Signature
Name and Title: Marilyn Adrianzen, CBO
LEA: San Ysidro School District

Date

LEA Board Approval
Antonio Martinez, Board President

Approved by SELPA Directors:

10/08/2020
Date

Heather DiFede
Heather DiFede
Executive Director, East County SELPA

10/8/2020
Date

Rebecca Nobriga
Executive Director, North Coastal Consortium for Special Education SELPA

10/08/2020
Date

Jaime Tate-Symons
Jaime Tate-Symons
Senior Director, North Inland Special Education SELPA

10 8 20
Date

Russell Coronado
Executive Director, South County SELPA

10/8/2020
Date

Edward Baisley
Director, San Diego Unified School District SELPA

10/9/20
Date

Jeanette Anderson
Jeanette Anderson
Director, Poway Unified School District SELPA

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2020-2021

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School San Diego Center for Children

LEA Case Manager: Name Oscar Madera Phone Number 6194284476

Pupil Name Schmidt (Last) Danny (First) (M.I.) Sex: ☒ M ☐ F Grade: 7th

Address 1950 Avenida de La Cruz City San Ysidro State/Zip CA 92173

DOB 08/23/2007 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Jamie Schmidt Phone (619) 779-5808 (Residence) ( ) _____ (Business)

Address _____ (If different from student) City _____ State/Zip _____

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 315 during the regular school year
   240 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 220.44
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** 220.44 **= PROJECTED BASIC EDUCATION COSTS (A)** $46,292.40

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)				per IEP	INCLUDED	per IEP	INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2020-2021

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)				per IEP	INCLUDED	oer IEP	INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		X		per IEP 900min/yr	included	per IEP	included
Counseling and Guidance (515)		X		per IEP 900min/yr	included	per IEP	included
Parent Counseling (520)		X		per IEP(03.08.21) 120min/mo	$80.00/hr	(03.05.21) 60min/min (03.08.21) 120min/mo	(07.01.20) $960.00 (03.08.21) $1,200.00
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2020-2021

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)				per IEP	$25.00/hr		
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				per IEP	$79.92/hr		
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2020-2021

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)S $1,200.00

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON September 17, 2020

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date) 5/17/21

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

San Diego Center For Children
(Name of Nonpublic School)

(Signature) (Date) 5/17/21

James McElroy, M.Ed., Principal
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

(Signature) (Date) 5-20-21

Marilyn Adrianzen, Chief Executive Offical
(Name of Superintendent or Authorized Designee)

Board approved:

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GEM INDUSTRIAL ELECTRIC, INC.

BACKGROUND INFORMATION:
Due to the environmental conditions (fires) and the overwhelming issues with the power grid during the summer due to heatwaves. The district office has experienced longer than usual power outages that can affect data equipment in the server rooms and child nutrition services food stored in the refrigerator and freezers located at the district office. These expenses can be eliminated by installing a generator at the district office.

On May 13, 2021, Bid No. 01-2021 was awarded to GEM Industrial Electric, Inc., a qualified company meeting the District's requirements and who submitted the lowest bid in the amount of $701,820.00. Services include the installation of a new generator that will provide back up electricity during power outages.

RECOMMENDATION:
Approve the agreement with GEM Industrial Electric, Inc. to install, pursuant to Bid No. 001-2021 terms, a new generator to provide back up electricity during power outages. The funding source will be from the 2012 COPs Refunding Resources.

LCAP GOAL AND ACTION/SERVICE (please indicate): 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 2020-2021 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$701.820.00	2012 COPs Refunding Resources
(Amount)	(Name of funding source and/or location)

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

SYSD AGREEMENT
Project No: 001-2021
District Office Emergency Generator

THIS AGREEMENT, made this 10th day of June 2021 in the County of San Diego, State of California, by and between the **San Ysidro School District**, hereinafter called the **District**, and **GEM Industrial Electric, Inc.** hereinafter called the **Contractor**,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project: SYSD Bid No. 001-2021 District Office Generator Project in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 TIME FOR COMPLETION.
(a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within 180 calendar days from and after the date stated in such notice, which shall include five (5) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 3 CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum of Seven Hundred and One Thousand Eight Hundred and Twenty Dollars ($701,820.00), said sum being the total amount of the following amounts stipulated in the bid.

ARTICLE 4 COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid, as accepted
- Designation of Subcontractors
- Noncollusion Affidavit
- Agreement
- Performance Bond
- Payment Bond for Public Works
- Contractor's Certificate Regarding Workers' Compensation
- General Conditions and Special Conditions
- Specification Addenda Nos. ___, ___, ___, as issued
- Drawings

All of the abovenamed contract documents are intended to be complementary. Work required by one of the abovenamed contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the abovenamed parties, on the day and year first above written.

CONTRACTOR:	DISTRICT:
GEM Industrial Electric Inc.	San Ysidro School District
License No._____	By_____
By _____	Its: Marilyn Adrianzen, CBO
Its_____	Board approved: _____

(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento CA 95827
(916)255-3900; http://www2.cscb.ca.gov/

(Business & Professions Code, section 7030)

Bidder Information Packet

SAN YSIDRO SCHOOL DISTRICT
BUSINESS SERVICES DEPARTMENT
4350 OTAY MESA ROAD
SAN YSIDRO, CA 92173

SYSD Bid No. 001-2021
DISTRICT OFFICE NEW GENERATOR PROJECT
DSA Project No. 04-119893

Bid Administrator: Paulo Azevedo, Director M.O.T.F.
PHONE: 619-428-4476

Project Manager: Paulo Azevedo

Bids Due: No Later Than 2:00 P.M., April 22, 2021

NOTICE TO CONTRACTORS

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*These documents marked with (*) are to be returned with the Bid Response Form at time of bid opening. Failure to include these documents could result in the bid being declared as non-responsive and non-responsible.

NOTICE TO CONTRACTORS

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that SAN YSIDRO SCHOOL DISTRICT of San Diego County, California, hereinafter referred to as SYSD, will receive up to, but not later than **2:00 P.M. (PST) of April 22 , 2021,** sealed bids for the award of a contract(s) for:

SYSD Bid No. 001-2021
District Office New Generator Project

Bids shall be received in the Business Services Office, San Ysidro School District, 4350 Otay Mesa Road, San Diego, CA 92173. Bids received after this time will be returned unopened. Oral, telephone, facsimile, or electronic submission of bids will not be accepted.

Each bid must conform and be responsive to this invitation, Bid Securities, (Bid, Payment and Performance Bonds), Contract Documents and all plans, specifications and any other documents comprising the pertinent Contract Documents, copies will be available and may be obtained after the date of the first advertising date of the notice for bids: March 29, 2021 via email or at the Business Services Office, SYSD.

All Bidding Questions and Requests for Clarification of the bidding process will only be accepted in writing via e-mail to ATTN: Paulo Azevedo, Director M.O.T.F paulo.azevedo@sysdschools.org . Questions must be received by 10:00 AM April 22 , 2021.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, and all additional documentation required by the Instructions to Bidders section of the Contract Documents. In contracts involving an expenditure in excess of $25,000, the successful bidder shall file a performance and payment bond issued by an admitted Surety approved to conduct business in the State of California approved by SYSD in the form set forth in the contract documents.

THERE WILL BE A NON-MANDATORY JOB WALK 10:00 AM April 5, 2021.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder(s), copies of which may be obtained from the Director of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit, PO Box 420603, San Francisco, CA 94142-0603 or at www.dir.ca.gov. It shall be mandatory upon the Contractor(s) to whom the contract is awarded and upon any subcontractor under him to pay not less than the said specified rates to all workers employed by him in the execution of the contract.

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Contractors are required by law to be licensed and regulated by the California Contractors' State License Board. Each bidder shall be a licensed contractor pursuant to the Business and Profession Code and shall be licensed in the following classification: **Contractor must possess a "B – General Building Contractor" License Classification in the Bidder's Name** will be required for this project.

Award of Bid: SYSD intends to award a contract for the scope of work requested in these bid specifications to the lowest responsive, responsible bidder that meets the terms and conditions set forth in the bid and contract documents. Criteria include, but are not limited to, pricing, experience in the trade, years in similar business, certifications, and warranty information. SYSD reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process, and to judge the merit and qualifications of the bidder and of the equipment offered.

No bidder may withdraw his bid for a period sixty (60) calendar days after the date set for the opening of bids.

Paulo Azevedo
Director of M.O.T.F
San Ysidro School District,
4350 Otay Mesa Road
San Diego, CA 92173

Publication: (Need a publication: San Diego Daily Transcript is an option if it is still in business)
Publication Dates: 3/29/2021 and _4/12/2021

NOTICE TO CONTRACTORS

INFORMATION FOR BIDDERS

PROJECT LOCATION

San Ysidro School District, District Office: 4350 Otay Mesa Road, San Ysidro, CA 92173

PROJECT DESCRIPTION/SPECIFICATIONS:
Installation of an emergency generator along with a protective wall and foundations on all 4 sides. Minor upgrades to the site parking spaces for Path of Travel requirements.

SITE WALK

There will be a non-mandatory job walk. __4/5/2021 at 10:00AM

SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Bond and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to SYSD at the place and to the attention of the person indicated in the Notice to Contractors Calling for Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____(Bidder's Name)_____
for **SYSD Bid No. 0001-2021 District Office New Generator Project**

ATTENTION: Director M.O.T.F, Mr. Paulo Azevedo

QUESTIONS PERTAINING TO THIS BID

All questions pertaining to the bid specifications should be addressed to:

Bid Specifications or Bidding Process:
Paulo Azevedo, Dir. M.O.T.F
San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173

Subject Line should use the following format
"SYSD Bid No. 0001-2021 District Office New Generator Project

TERM/TIME OF PERFORMANCE

Construction time frame is 180 Calendar Days. Work is anticipated to be completed between ____May 25, 2021__ through __November 22__, 2021.

BONDS
Contractor shall provide (i) a **bid bond** in the amount of **ten percent (10%)** of the contract price;

EXECUTED COPIES. The number of executed copies of the Agreement is **TWO (2).**

NOTICE TO CONTRACTORS

LICENSE CLASSIFICATION: Each bidder shall be a licensed Contractor pursuant to the Business and Professionals Code and shall be licensed in the following classification:

A California "B" license classification in the Bidder's Name.

FINGERPRINTING: **The SYSD Determination of Fingerprinting Requirement Application is as follows:**

Consideration has been given to the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees;

a._____are subject to the requirements of Education Code section 45125.1 & 45125.2.

b. _XXX_____ are not subject to the requirements of the Education Code section 45125.2.

DOCUMENT 00100

INSTRUCTIONS FOR BIDDERS

1. Preparation of Bid Form

The District invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. Bid Security

Each bid shall be accompanied by a certified or cashier's check payable to District, or a satisfactory bid bond in favor of District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount specified in the Special Conditions hereof. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

3. Faxed and Electronic Mail Bids

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

4. Signature

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

5. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

6. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

7. Examination of Site and Contract Documents

Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

8. Withdrawal of Bids

Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

9. Agreements and Bonds

The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. The Payment Bond must be in the amount of 100 percent of the total amount payable, if it does not equal or exceed five million dollars ($5,000,000) or more; 50% of the total amount payable, if it is $5,000,000 or more and does not exceed ten million dollars ($10,000,000); and 25% of the total amount payable if it exceeds ten million dollars. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. The Payment Bond must be accompanied by the original or a certified copy of the unrevoked power of attorney or other appropriate instrument entitling or authorizing the person who executed the bond to do so. In addition, to the extent required by law, the Payment Bond

must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four (4) copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Bonds shall be in the form set forth in the contract documents.

10. **Interpretation of Plans and Documents**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. All addenda may be mailed, delivered, faxed, or sent via electronic mail. District shall immediately send a hard copy via regular mail or overnight delivery, at the option of District. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures.

11. **Bidders Interested in More Than One Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal.

12. **Award of Contract**

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder therefore.

13. **Alternates**

If alternate bids are called for**,** the contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates in priority based on the District's needs and available funds.

14. Evidence of Responsibility

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the District, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. Listing Subcontractors

Each bidder shall submit with his sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, District may in its discretion, reject the bid as nonresponsive.

16. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

> I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such certificate is included as part of the contract documents.

17. Substitution of Security

Monies withheld by the District to ensure performance under the contract may be released in accordance with Public Contract Code section 22300 and the contract documents.

18. Contractor's License

If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will not be considered.

19. Storm Water Permit for Construction Activity

Where applicable to the work of this contract, District shall make available to Contractor a copy 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 (the "Permit"). Contractor shall obtain the Permit from District prior to bidding on this contract. District shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two weeks prior to the opening of bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to Article 69 of the General Conditions hereof, including requirements specified in other parts of the contract documents. It shall be Contractor's responsibility to evaluate and include in the bid the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

20. Ethics in Bidding

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

21. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400 "prior to the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE

SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

22. Fingerprinting

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the special conditions.**

END OF DOCUMENT

DOCUMENT 00300
BID FORM

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

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

DEFINE PROJECT

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of the of said District for the SUMS as listed below

BID No. 0001-2021 District Office New Generator Project: Identify all the following Costs in Bid:

1.	**New Diesel-Powered Generator**	**$**_____
2.	**Transfer Switch**	**$**_____
3.	**PM Filter**	**$**_____
4.	**Enclosure, Concrete Pad, Sitework**	**$**_____
	Total Bid	**$**_____

_____ Dollars ($_____).
Said sum includes all applicable taxes and costs.

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required bid security is attached hereto.

4. Non-collusion affidavit is attached hereto.

5. The required list of proposed subcontractors is attached hereto.

6. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as nonresponsive.

7. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award. The work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Contractor to Proceed and shall be completed by the Contractor in the time specified in the contract documents.

8. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

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

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

10. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____ , Expiration Date _____, class of license _____.

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____ at _____ County, California.

Proper Name of Bidder _____

By _____

_____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the

corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: _____

Place of Residence: _____

Telephone: ( ) _____

END OF DOCUMENT

DOCUMENT 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we,_____, as Principal, and _____, as Surety, are held and firmly bound unto the San Ysidro School District, hereinafter called the District, in the penal sum of _____Ten_____ PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2021 for _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL_____

By:_____
Title:_____

SURETY:_____

By:_____
Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

DOCUMENT 00430
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as nonresponsive.

Work to be performed by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration No.

Proper Name of Bidder

By_____

DESIGNATION OF SUBCONTRACTORS

DOCUMENT 00480
NONCOLLUSION AFFIDAVIT
(To be executed by Bidder and submitted with bid)

State of California)
)ss.
County of _____)

_____, being first duly sworn, deposes and says that he is _____of the _____ party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20_____ at _____, California.

Date:
_____Signature of Bidder

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____
Name

_____
Title

_____
Company

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DOCUMENT 00520
CONTRACTOR'S CERTIFICATION FORM

(To be completed by General and all subcontractors that will provide work on this project).

To: San Ysidro School District
Board of Education Attention: Business Services Department

From: _____
Company Name

Subject: Certification to the Board of Education

This document will hereby certify that the following employees of this company, which has a contract for services with the Ramona Unified School District, have had clear background checks completed and have not been convicted of a serious or violent felony. (Note: This list must match or exceed the list provided that identified employees of the company that had contact with students in the course of their work).

Name	Social Security #	List Names Below Type of Background Check	School Site(s) Where Employee Will Be

I hereby certify that the above information is true and correct.

_____ _____
Authorized Signature Representing the Organization Date

DOCUMENT 00600
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the San Ysidro School District (hereinafter designated as “Public Entity”), by action taken or a resolution passed _____ , 2021, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we, the Principal and, as _____(surety name) Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars ($ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____day of _____, 2021

PRINCIPAL_____

By:_____

[Attach required acknowledgments]

SURETY_____

By: _____
Attorney-in-Fact

PERFORMANCE BOND

DOCUMENT 00610
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the San Ysidro School District (hereinafter designated as "Public Entity"), by action taken or a resolution passed _____ , 2021, has awarded to _____, hereinafter designated as the "Principal," a contract for the work described as follows:_____ (the "Project"); and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in Section 3181 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____day of _____, 20___.

Principal_____

_____

By _____ [Attach required acknowledgments]

Surety_____

_____

By Attorney-in- Fact

DOCUMENT 00615
DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug use in the workplace.

2. The person's or organization's policy of maintaining a drug-free (controlled substances, tobacco and alcohol) workplace.

3. The availability of drug counseling, rehabilitation and employee-assistance programs.

4. The penalties that may be imposed upon employees for drug use violations.

C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (A.) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (A.) the prohibition of controlled substance at the workplace, (B.) establishing a drug-free awareness program, and (C.) requiring that each employee engaged n the performance of the contract be given a copy of the statement required by Section 8355(A.) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (A.) made a false certification herein, or (B.) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____ _____

Contractor Date

DOCUMENT 00700
GENERAL CONDITIONS

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Article 1. DEFINITIONS

a. The "District" and "Contractor" are those mentioned as such in the agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the contract are treated throughout the contract documents as if they are of singular number and masculine gender.

b. "Subcontractor," as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.

c. "Surety" is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.

d. "Provide" shall include "provide complete in place," that is, "furnish and install."

e. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Architect is intended, unless stated otherwise.

f. "Work" of the Contractor or subcontractor includes labor or materials or both.

g. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.

h. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the Architect is required.

i. Where the word "required" and words of similar meaning are used, it shall mean "as required to properly complete the work as required by the Architect," unless stated otherwise.

j. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.

k. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the Architect and District is intended.

Where shown, the words "includes," and "including," do not limit the work to the items following those words.

Article 2. DRAWINGS AND SPECIFICATIONS

a. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a wellknown technical or trade meaning shall be deemed to refer to such recognized standards.

b. **Interpretations.** Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

1. Special Conditions shall take precedence over General Conditions.

2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.

3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.

4. With regard to drawings:

(a) Figures govern over scaled dimensions;
(b) Larger details govern over general drawings;
(c) Addenda/change order drawings govern over contract drawings;
(d) Contract drawings govern over standard drawings.

5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.

c. Misunderstanding of drawings and specifications shall be clarified by the architect, whose decisions shall be final.

d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

a. In case of ambiguity, conflict, or lack of information, architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. For purposes of this section "reasonable promptness" shall mean as soon as possible in order for Contractor to execute the work. If the item is identified by the Contractor as a critical path item, "reasonable promptness" shall mean no more than five business days. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.

b. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. Project shall be commenced on or before the date stated in District's notice to the contractor to proceed and shall be completed by Contractor in the time specified in the Special Conditions. The District is under no obligation to consider early completion of the project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

b. Contractor shall abide by District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (i.e., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency

and amount based on the closest weather station data averaged over the past three years, for the period of this contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (i.e., interior work).

c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the project beyond the contractual completion date.

d. **No Damages for Delay.** District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.

e. **Removal or Relocation of Main or Trunkline Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated

for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof.

Article 7. PROGRESS SCHEDULE

a. Within fourteen (14) days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit this schedule for the District's approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the Owner's acceptance of the schedule. **The first payment will not be made unless the District has been provided and has accepted the project schedule.**

b. The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time. Excess time may be picked up with "float time" at the discretion of the District. A "bar chart" in reasonably complete detail shall be adequate in contracts over $1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. **At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.**

Article 8. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this contract. The Payment Bond must be in the amount of 100 percent of the total amount payable, if it does not equal or exceed five million dollars ($5,000,000) or more; 50% of the total amount payable, if it is $5,000,000 or more and does not exceed ten million dollars ($10,000,000); and 25 percent of the total amount payable if it exceeds ten million dollars ($10,000,000). Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. The Payment Bond must be accompanied by the original or a certified copy of the unrevoked power of attorney or other appropriate instrument entitling or authorizing the person who executed the bond to do so. In addition,

to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four (4) copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds.

Article 9. ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

Article 10. PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of project, shall be or become directly or indirectly interested financially in this contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of project, shall become directly or indirectly interested financially in this contract or in any part thereof.

Article 11. SEPARATE CONTRACTS

District reserves the right to let other contracts in connection with this work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to architect any defects in such work that renders it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in the other contractor's work after execution of contractor's work.

To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the architect any discrepancy between executed work and contract documents.

Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by District in prosecution of project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

Article 12. SUBCONTRACTING

a. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor.

b. District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

c. Substitution or addition of subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

Article 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this contract if the Contractor (i) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or (vii) if he should fail to make prompt

payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise be guilty of a substantial violation of any provision of the contract, or (x) if he or his subcontractors should violate any of the provisions of this contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five days (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall be deemed to have ceased and terminated. The Contractor then shall not be entitled to receive any further payment until work is finished. Upon the termination of the contract as provided above, District shall immediately serve upon surety and contractor written notice of termination stating that the contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this contract, provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this contract and does not commence performance thereof within seven (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the project work itself, the Surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the project, and upon request by District, Surety shall provide District Evidence of Responsibility of Surety's proposed contractor or contractors. District shall be entitled to reject Surety's choice of contractor or contractors if District determines in is sole discretion that the contractor or contractors are non-responsible. If Surety provides District written notice of its intention to take over and perform this contract, within fourteen (14) days of such written notice of intent to take over and perform, Surety or its chosen contractor or contractors (if such contractor or contractor's are approved by District) shall provide District a detailed Progress Schedule as specified in Article 7 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of Surety or Surety's contractor or contractors takeover and performance. If the District takes over the work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by architect.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this contract may not be terminated or modified where a trustee in bankruptcy has assumed the contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

Article 14. GUARANTEE

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

In the event of failure of Contractor to comply with abovementioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

Article 15. NOTICE AND SERVICE THEREOF

a. Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1. If notice is given to District, by personal delivery thereof to District's representative or District's architect or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or architect, postage prepaid and registered;

2. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;

3. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.

4. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 16. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him.

b. Any person in the employ of the Contractor whom District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of District.

Article 17. WAGE RATES

a. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract. Copies of said determination are on file at District's principal office and are available to any interested party on request.

b. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified.

c. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

d. The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the

prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

e. Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed by him. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

f. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel, subsistence, apprenticeship or other specified training programs and similar purposes.

g. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

h. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

i. The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

j. Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request.

k. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social

security number. The name and address of the Contractor shall not be marked or obliterated.

l. Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

m. In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such tenday period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

Article 18. APPRENTICES

Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contractor in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads:

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval or denial of the apprenticeship program shall be subject to review by the Administrator of Apprenticeship.

The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that the program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall

employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract. At the end of each fiscal year the California Apprenticeship Council shall make grants to each apprenticeship program in proportion to the number of hours of training provided by the program for which the program did not receive contributions, weighted by the regular rate of contribution for the program. These grants shall be made from funds collected by the California Apprenticeship Council during the fiscal year pursuant to this subdivision from contractors

that employed registered apprentices but did not contribute to an approved apprenticeship program. All these funds received during the fiscal year shall be distributed as grants.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($ 30,000) or 20 working days.

(p) All decisions of an apprenticeship program under this section are subject to Section 3081."

Article 19. HOURS OF WORK

a. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half times the basic rate of pay.

b. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

c. The Contractor shall pay to the District a penalty of twenty five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

d. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District.

Article 20. WORKERS' COMPENSATION INSURANCE

a. The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract, on or at the site of

the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.

b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of $1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

(a) The Voluntary Compensation Endorsement; and
(b) Broad Form All States Endorsement; and
(c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
(d) Waiver of Subrogation Endorsement.

Article 21. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

a. Contractor shall procure and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article and shall be in the form and amounts as set forth in the Special Conditions hereof. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

b. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.

c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

d. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.

e. The coverage afforded by the additional insured endorsement described in paragraph d above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing with such coverage.

f. Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of $25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.

g. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 24 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d and e, above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.

h. Contractor and District release each other, and their respective authorized representatives, from any Claims (as defined in Article 24 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

i. If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

1. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).

2. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.

3. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.

4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

j. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the contract, and District may, at its option, terminate the Agreement for any such default by Contractor.

k. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance Contractor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

l. District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

m. All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

Article 22. BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

a. It is the Contractor's responsibility to maintain or cause to be maintained builder's risk insurance or applicable installation coverage on all work, material, equipment, appliances, tools, and structures which are a part of the contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. District accepts no responsibility until the contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing builder's risk or applicable installation of not less than the amount identified in the special conditions insurance coverage.

b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the contract.

2. Coverage shall include all materials stored on site and in transit.

3. Coverage shall include Contractor's tools and equipment.

4. Insurance shall include boiler, machinery and material hoist coverage.

c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

Article 23. PROOF OF CARRIAGE OF INSURANCE

a. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to District certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to District within thirty (30) days prior to the expiration of the term of any policy required herein. Contractor shall permit District at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to District.

b. Certificates and insurance policies shall include the following clause:

> "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

Any notice required to be sent pursuant to this section shall be to District's address as shown in the Notice to Contractors Calling for Bids.

c. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All Certificates of Insurance provided by Contractor shall name District, the architect, and architect's consultants as additional insureds.

d. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may secure insurance at the Contractor's expense.

e. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.

Article 24. INDEMNIFICATION

District shall not be liable for, and Contractor shall defend and indemnify District to the fullest extent permitted by law against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

Article 25. LAWS AND REGULATIONS

a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to architect, he shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 26. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

Article 27. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees.

Article 28. EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by District, unless otherwise specified.

Article 29. SURVEYS

Surveys to determine location of property lines and corners will be supplied by District. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

Article 30. EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

Article 31. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

Article 32. MATERIALS

a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.

b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

d. No materials, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility

companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

Article 33. SUBSTITUTIONS

a. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. Any material, process, or article not exactly meeting the specifications in the documents in every respect shall be considered a substitution. If a material, process, or article offered by Contractor is not, in opinion of architect, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor.

b. In accordance with Public Contract Code section 3400 "prior to the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

After award of the contract should the District determine in its sole discretion that substitution of an item or product is reasonable and necessary or reasonable and appropriate, the Contractor shall submit any substitution requests together with all data required to substantiate that the substituted product or item is an "or equal" to the specified product or item. The make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item, product or work and substantiates that it is an "or equal" to the specified item, product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted product is equivalent to the specified product or item in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, to the District Representative or Architect in a timely fashion so that the substitution can be adequately reviewed and considered prior to any necessity for its use or application may result in the rejection of the proposed substitution. The District Representative or Architect is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package either at time of submission of bid documents or in a timely manner after award of contract.

c. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

Article 34. SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other contractor, subcontractor, architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to architect. Each signed submittal shall affirm that the submittal meets all the requirements of the contract documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall advise District immediately, if architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules.

For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the architect's professional judgment to permit adequate review. In contracts in excess of $1 million, "reasonable promptness" shall mean such reasonable promptness as to not affect the critical path.

Article 35. SUBMITTALS

a. Contractor shall furnish for approval, within fourteen (14) days following award of contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by architect within a reasonable time period so as not to cause delays on the project.

c. This provision shall not authorize any extension of time for performance of this contract. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in the architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

If the Architect's response results in a change in the project, then such change shall be effected by a written change order.

Article 36. CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

Article 37. COST BREAKDOWN AND PERIODICAL ESTIMATES

a. Contractor shall furnish on forms approved by District:

1. Within ten (10) days of award of contract a detailed estimate giving a complete breakdown of contract price; and

2. A periodical itemized estimate of work done for the purpose of making partial payments thereon;

3. Within ten (10) days of request by District, a schedule of estimated monthly payments which shall be due him under the contract.

b. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

Article 38. PAYMENTS AND RETENTION

a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or architect shall remain uncomplied with.

b. The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

2. The acceptance by the public agency, or its agent, or the work of improvement.

3. For purposes of this contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.

4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.

5. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

c. This contract is subject to the provisions of Public Contract Code section 7107.

d. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as District may find appropriate based on the Contractor's progress.

e. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the project.

ARTICLE 39. PAYMENTS WITHHELD

a. In addition to amounts which District may retain under any and all other articles in this contract including those entitled "Payments," and "Time for Completion and Liquidated Damages," District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.

5. Damage to another Contractor.

6. Amounts which may be due District for just claims against Contractor.

7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required by Article 7 hereof.

b. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 40. CHANGES AND EXTRA WORK

a. **Changes in Work**. District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

b. In giving instructions, Contractor agrees that architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

c. **Unforeseen Conditions**. Contractor shall provide District with notice of unforeseen conditions immediately upon discovery of such conditions.

d. Value of any such extra work, change, or deduction shall be determined at the discretion of District in one or more of the following ways:

1. By acceptable lump sum proposal from Contractor with itemization as required by District.

2. By unit prices contained in Contractor's original bid and incorporated in contract documents or fixed by subsequent agreement between District and Contractor.

3. By the cost of material and labor and a percentage for overhead and profit. The following form shall be followed as applicable for additions and deductions to contract:

		EXTRA/ (CREDIT)
(a)	Material (attach itemized quantity and unit cost plus sales tax)	_____
(b)	Labor (attach itemized hours and base rates from identified prevailing wage schedules)	_____
(c)	General Liability and **Builder's Risk** Insurance, Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost. **(Do not include this amount**	

<u>If OCIP is in place.)</u> _____

(d)	Subtotal	_____
(e)	Subcontractor's overhead and profit not to exceed **10%** of Item (d)	_____
(f)	Subtotal	_____
(g)	General Contractor's Overhead and Profit, including extended home office overhead, not to exceed **10**% of Item (d)	_____
(h)	Subtotal	_____
(i)	Bond Premium, not to exceed 1% of Item (h)	_____
(j)	Total	_____

e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in additional to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items.

f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such five (5) working day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article.

g. In the event a mutual agreement cannot be reached on the cost of a change order, Contractor and District agree that an industry estimating guide, such as an estimating guide published by Means, shall be used to determine the cost of a disputed change order item.

h. All costs associated with the change are to be included in the change order proposal to the District. Costs may be in terms of time, money or both.

Article 41. DEDUCTIONS FOR UNCORRECTED WORK

If District deems it inexpedient to correct work injured or not done in accordance with contract, an equitable deduction from contract price shall be made therefore.

Article 42. PAYMENTS BY CONTRACTOR

Contractor shall pay:

a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,

b. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and

c. To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 43. CONTRACTOR'S SUPERVISION

a. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to District. The job superintendent shall not be changed except with the written consent of District unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. The job superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.

b. Contractor shall give efficient supervision to work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to architect any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the contract documents or other instructions by the architect.

Article 44. ~~INSPECTOR'S FIELD OFFICE~~ : INSPECTOR’S FIELD OFFICE IS NOT REQUIRED

Article 45. DOCUMENTS ON WORK

a. Contractor shall keep one copy of all contract documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the contract, which are a part of contract documents, on job at all times. Said documents shall be kept in good order and shall be available to District

representative, architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.)

b. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

Article 46. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.

c. At the end of the project, the Contractor shall provide the district representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

Article 47. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the project.

c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When District begins using the project, charges over and above power actually used for construction will be the responsibility of the District.

d. If contract is for construction in existing facilities, Contractor may, with written permission of District, use District's existing utilities by making prearranged payments to District for utilities used by Contractor for construction.

Article 48. SANITARY FACILITIES

The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the inspector.

Article 49. TRENCHES

If the contract price exceeds $25,000, the Contractor shall submit to the District or a registered civil or structural engineer employed by the District, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. No excavation of such trench or trenches shall be commenced until said plan has been accepted by District or the person to whom authority to accept has been delegated by District.

Article 50. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. 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 workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to District by Contractor.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from architect or District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by architect or District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:

1. Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the building area over a route designated by architect.

4. When directed by District, take preventive measures to eliminate objectionable dust.

5. Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of architect. Contractor shall not unreasonably encumber premises with his materials. Contractor shall enforce all instructions of District and architect regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on construction site.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

Article 51. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer approved by the architect. Any required "asbuilt" drawings of site development shall be prepared by the approved civil engineer.

Article 52. REMOVAL OF HAZARDOUS MATERIALS

a. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the contract documents, district shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.

b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by arbitration under Article 71 hereof.

Article 53. CUTTING AND PATCHING

a. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as architect may direct.

b. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.

c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of architect.

Article 54. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

Article 55. CORRECTION OF WORK BEFORE FINAL PAYMENT

a. Contractor shall promptly remove from the premises all work condemned by District as failing to conform to the contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with contract documents without

additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 56. ACCESS TO WORK

District and its 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 so that District's representatives may perform their functions under contract.

Article 57. OCCUPANCY

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

Article 58. DISTRICT'S INSPECTOR

a. If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.

b. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or architect shall have authority to stop work whenever the provisions of the contract documents are not being complied with and Contractor shall instruct his employees accordingly.

Article 59. TESTS AND INSPECTIONS

a. If contract, District's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection **at least two (2) working days prior to being tested or covered up.** If inspection is by a public authority other than District, Contractor shall inform District of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with the contract. Costs for testing and inspection shall be paid by District. Costs of tests of

any materials found not to be in compliance with the contract shall be paid by the Contractor.

b. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.

c. In advance of manufacture of materials to be supplied by Contractor under the contract, which by the terms of the contract must be tested, Contractor shall notify District in advance so that District may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from District's representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of District and subsequent testing and inspection.

d. Re-examination of questioned work may be ordered by District. If so ordered, work must be uncovered by Contractor. If such work is found to be in accordance with the contract documents, District shall pay the costs of re-examination and replacement. If such work be found not to be in accordance with the contract documents, Contractor shall pay such costs.

Article 60. SOILS INVESTIGATION REPORT

Except as provided in Article 68, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground condition of the soil. Contractor agrees that he will make no claim against District for damages in the event that during the progress of the work Contractor encounters subsurface or latent conditions at the site materially differing from those shown on drawings or indicated in specifications, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in plans and specifications.

Article 61. ARCHITECT'S STATUS

a. In general and where appropriate and applicable**,** the architect shall be the District's representative during the construction period and shall observe the progress and quality of the work on behalf of the District. He shall have the authority to act on behalf of District only to the extent expressly provided in the contract documents. After consultation with the Inspector and after using his best efforts to consult with the District, the architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the contract.

b. Contractor further acknowledges that the architect shall be, in the first instance, the judge of the performance of this contract.

Article 62. ARCHITECT'S DECISIONS

Contractor shall promptly notify District in writing if the architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the work.

Article 63. 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 the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

Article 64. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

Article 65. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 66. ASSIGNMENT OF ANTITRUST ACTIONS

Contractor or subcontractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 67. SUBSTITUTION OF SECURITY

a. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:

1. The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.

2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.

3. The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:

(a) The amount of securities to be deposited,

(b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

(c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,

(d) Decrease in value of securities on deposit,

(e) The termination of the escrow upon completion of the contract.

4. The Contractor shall obtain the written consent of the surety to such agreement.

5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

Article 68. EXCAVATIONS DEEPER THAN FOUR FEET

If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following shall apply:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work District shall issue a change order under the procedures described in this contract.

c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104).

Article 69. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

a. 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 (the "Permit") for all construction activity which results in the disturbance of in excess of five acres of total land area or which is part of a larger common area of development or sale. District shall be responsible for filing the Notice of Intent and for obtaining the Permit. A copy of the Permit and supporting rules and orders by the State Water Board is on file with the District. District shall provide a draft of the Storm Water Pollution Prevention Program (SWPPP) for the project to Contractor at least two weeks prior to the opening of bids. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the contract amount.

b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District.

c. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the project, except for liability resulting from the negligence or willful misconduct of District, its officers, agents or employees.

District may seek damages from Contractor for delay in completing the contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

Article 70. RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS

a. For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

b. For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

c. Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within fortyfive (45) days of receipt of the claim if the claim is less than $50,000 ("$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over $50,000 but less than or equal to $375,000 ("$50,000$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

d. Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, including time utilized by the meet and confer process.

e. If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation

unless time is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15day period, any party may petition the court to appoint the mediator.

f. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3 [commencing with section 2016] of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

g. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

h. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 71. RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF $375,000

a. If a dispute in excess of a total value of $375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 71. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

b. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.

c. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filling, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").

d. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.

e. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.

f. At least ten (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.

g. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.

h. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.

i. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

j. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

k. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.

l. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

m. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

n. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 72. GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in San Diego County.

Article 73. FINGERPRINTING

District Determination of Fingerprinting Requirement Application is set forth in the Special Conditions.

(a) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving **More than Limited Contract with Students**.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

(b) Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving **Only Limited Contact With Students.**

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

Article 74. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the San Diego Regional Water Quality Control Board Resolution 95-63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

Article 75. NO ASBESTOS

a. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.

b. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. If removal of asbestos containing materials is part of the project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.

d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

END OF GENERAL CONDITIONS DOCUMENT

SPECIAL CONDITIONS

A. **Time of Performance**. The work shall be commenced on the date stated in the District's notice to the Contractor to proceed. This bid is for the specific jobs listed in the specifications. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article 6 of General Conditions.)

Work under this contract shall be scheduled and coordinated in compliance with the following:

1. The anticipated District Governing Board Meeting date to Accept the bid and authorize staff to award the bid is Thursday, May 13, 2021.

2. Contractor shall complete all work and obtain all jurisdictional authorities' approval necessary to permit staff occupancy of all buildings for fixturing and outfitting no later than 180 calendar days after the date of the Notice To Proceed.

3. Contractor shall complete all work and obtain all jurisdictional authorities' approval of work under this contract necessary to permit occupancy of all buildings by students and staff for classroom and school operations no later than (refer to Agreement).

4. If the site will not be available after the Notice to Proceed date, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.

B. **Liquidated Damages**. If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 6 of the General Conditions is Two hundred dollars ($ 200) per day for each calendar date completion is delayed.

C. **Documents Furnished**. The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is one (1).

D. **Bonds**. Contractor shall provide (i) a bid bond in the amount of ten (10%) of the contract price; (ii) a payment bond in the total amount of bid or as specified in the Information to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Information for Bidders.

E. **Insurance**. As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance.
with a combined single limit per occurrence
of not less than $1,000,000

OR

Commercial General Liability and Property Damage Insurance
(including automobile insurance) which provides
limits of not less than:

(a) Per occurrence (combined single limit) . . . . . $ 1,000,000

(b) Project Specific Aggregate (for this project only). . . . . $ 1,000,000

(c) Products/Completed Operations . . . . $ 1,000,000

(d) Personal & Advertising Injury limit . . . . . $ 1,000,000

AND

Builder's Risk (or Course of Construction Coverage) Applicable/Fire Insurance
(See Article 22) Project Replacement Value at……100%
(One Hundred Percent)

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to abovementioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts as stated above.
Material hoist where used in amounts as stated above.

Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds.

F. **Executed Copies:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is one (1).

G. **License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B

H. **Fingerprinting:**

Pursuant to the provisions of **Article 73 of the General Conditions:**

District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees,

a. _____ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 73 of the General Conditions.

b.__XXX____ are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 73 of the General Conditions.

I. Award Criteria: Contract, if awarded, will be awarded to the lowest responsive, responsible bidder. District reserves the right to award on a unit-by-unit basis or on the total depending on which provides the lowest price to the district.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Maintenance, Operations,
Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ALLIANCE ENGINEERING FOR DSA PROJECT INSPECTOR SERVICES

BACKGROUND INFORMATION:
Due to the environmental conditions (fires) and the overwhelming issues with the power grid during the summer due to heatwaves. The district office has experienced longer than usual power outages that can affect data equipment in the server rooms and child nutrition services food stored in the refrigerator and freezers here that the district office. These expenses can be eliminated by installing a generator at the district office. In order to proceed with the new generator project (#01-2021), there are several services that are required to comply with the Department of the State Architect (DSA) plans and specifications (DSA Application No. 04-119893).

Alliance Engineering, a qualified and certified inspector, who has worked with the District in previous projects (Willow School, Vista Del Mar and most recently for the La Mirada and Smythe Modernization Projects), will provide DSA Project Inspection Services to ensure that the project complies with the approved plans, specifications and the codes applicable to the project.

Because this type of contract is for Professional Services competitive bidding is not required. However, in keeping with the 2019 FCMAT report findings, a competitive process was used to obtain proposals for inspection services. A request for proposal and the plans and specifications were sent to various inspection companies and Alliance Engineering was the only company to respond.

RECOMMENDATION:
Approve the agreement with Alliance Engineering to provide DSA Project Inspection Services for the New Generator Project in an amount not to exceed $45,000.00 from the 2012 COPs Refinancing Resources.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

NOT TO EXCEED
$45,000.00
(Amount)

2012 COPS Refinancing Resources
(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 11th day of June, 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance Engineering of California, Inc.	(760) 942-8430
Company/Consultant	Telephone Number
P. O. Box 232147, Encinitas, CA 92023-2147	aec-insp@pacbell.net
Address	Email

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

Initial Term:

From: June 11, 2021 To: June 30, 2022

The Initial 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.

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 a reasonable time and in accordance with this Agreement.

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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign Company Contract 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 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
(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 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):** 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 appropriates 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)*
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages 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 judgements 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 _____

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

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to 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 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.

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) Grounds for 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 seven (7) 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, date, 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 direct by 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 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

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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 attach a copy of this verification.)**

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 employees.

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:	**Alliance Engineering of California, Inc.**
Name:	Frederick L. Snedeker
Title:	President
Address:	P. O. Box 232147
City/State/Zip Code:	Encinitas, CA 92023-2147
Telephone:	(760) 942-8430 / Fax (760) 942-7313
Email:	aec-insp@pacbell.net

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director of MOTF
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 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

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 of the District on behalf of which his or her signature is made.//

CONSULTANT	**DISTRICT**
Alliance Engineering of California, Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Frederick L. Snedeker, President	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
(760) 942-8430	
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

_____(*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 certifies and agrees that services provided during the term of this agreement will be supervised and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____(*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 _____

EXHIBIT A

P.O. BOX 232147•ENCINITAS, CA 92023-2147• E-MAIL: aec-insp@pacbell.net
TEL: 760-942-8430 • FAX: 760-942-7313•

April 06, 2021

Attn: Paulo Azevedo, Director Maintenance, Operations, Transportation and Facilities
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685

Re: **DSA Project Inspection Services**
Projects: **San Ysidro School District New Generator Project Ap# 04-119893**

Scope: Alliance Engineering of CA, Inc. will directly supply DSA Project Inspection as described in the Project Specification and the California Administrative Code (CAC). Duties and limits of authority are strictly per Title 24 Part I.

PROPOSAL

Starting June 1, 2021

DSA inspection services (Billed per fee schedule "as required")	$ 45,000.00
Total Not to Exceed	**$ 45,000.00**

This Includes: All materials and labor required to perform the work. Additionally, it includes all Insurance, taxes and wages.

This excludes: Additional work included, but not shown on the original approved plans and specifications, or additional material tests and special inspections ordered by Architect, Structural Engineer, or Owner. Additionally, it does not include inspection and tests required due to defective work inadvertently, or deliberately, introduced into the Project, or caused by error or omission of the Contractor. Such re-inspections and re-testing will be billed to the Owner, then back charged to the responsible Contractor as the Owner and Architect determine.

See attached General Notes.

Insurance: AEC carries $2,000,000.00 of general aggregate liability including $1,000,000.00 in auto liability, $1,000,000.00 in workman's compensation, and $1,000,000.00 in professional liability.
(Note: Section 4.7 of the agreement indicates complete description of required coverages and limits)

Alliance Engineering of CA, Inc.

Frederick L. Snedeker, President

San Ysidro School District

Marilyn Adrianzen
Chief Business Official

** Signature constitutes acceptance of proposal. Terms and conditions will be finalized in a standard District inspection contract.

ALLIANCE ENGINEERING OF CALIFORNIA, INC.

FEE SCHEDULE

for

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173-1685

Fiscal Year: July 01 to June 30

TYPE OF SERVICE: DSA Inspection	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Position/Job Title	**07/01/20 to 06/30/21**	**07/01/21 to 06/30/22**	**07/01/22 to 06/30/23**	**07/01/23 to 06/30/24**
Certified Class 1 Project Inspector/ Construction Management	$ 131.20	$ 135.20	$ 139.25	$ 143.42
Certified Class 2 Project Inspector	$ 125.70	$ 129.50	$ 133.40	$ 137.40
Certified Class 3 Project Inspector	$ 121.80	$ 125.45	$ 129.21	$ 133.10
Special Inspector	$ 121.80	$ 125.45	$ 129.21	$ 133.10
Paid Intern	$ 55.00	$ 60.00	$ 65.00	$ 69.00

6 % Mark-up for reimbursable expenses

Rate Increases: Prevailing wages, benefits, taxes, and OHP.

Other types of services that would generate a cost to the District which are not included in the fees shown above: Any outside service (testing lab, geotechnical services, etc. on request will be billed at our cost plus 6% mark-up.

See General Notes and Conditions for overtime rates and conditions.

GENERAL NOTES

To comply with the requirements of the Department of Industrial Relations (DIR):

Premium Overtime: Rates are based on labor conditions. The company works on a standard overhead and profit margin. As a result: An overtime rate of 1.4 times the regular rate will apply for all work over 8 hours per day and for the first 12 hours of work on Saturdays. The premium rate of 1.8 times the regular rate will apply to all work on Sundays and holidays or in excess of 12 hours on any day. Work performed outside the hours of 7:00 a.m. to 3:30 p.m. may be subject to an overtime rate of 1.4 times the regular rate. Overtime rates for third party consultants and laboratory services may vary.

Inspection shift differential may apply on work performed outside of 6:00 a.m. to 5:00 p.m. Monday through Friday.

All hours worked or paid shall be computed in one-half hour increments.

Recognized holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Minimum: All rates are based upon a 4-hour minimum charge for assignments for which a report is issued. A minimum charge of 8 hours will apply for all assignments of 4 to 8 hours when another assignment is unavailable. A 2-hour charge for show up will be made for late cancellations to the work or when inspectors reports for work but for whom no work is provided.

Transportation costs will be billed at the rate of $0.60 per mile for activity within the client's multiple site assignments to cover vehicle costs where travel is required during the same workday. Cell phone charges specific to the project will be reimbursed at a rate of $0.35 per minute.

A per diem rate of $145.00 per person or suitable room and board, per day will be charged whenever our personnel are required to stay overnight, beyond a 50-mile radius of site location.

Inspector's site facilities to be provided by the Client, through the contractors, as specified in the contract documents including, but not limited to: Desk, Telephone, Fax/Copier/Scanner machine and printing cartridges, Plan Table, File cabinet (lockable), and Temporary Utilities (power, 2 phone lines, internet connection).

The inspector will be provided all consumable materials including office supplies. The inspector will be required to have the "Tools of the Trade". This would include, but not be limited to, a digital camera, computer and necessary software, and cell phone.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH JACKSON & BLANC FOR HVAC PROJECT AT SUNSET SCHOOL & DISTRICT OFFICE

BACKGROUND INFORMATION:
The HVAC/Bard units located at Sunset School and District Office need to be replaced due to end of life and potential occupational safety concern if not addressed.

Because this type of contract is for Professional Services competitive bidding is not required. However, in keeping with the 2019 FCMAT report findings, a competitive process was used to obtain proposals for these services. A request for proposal (RFP) was sent to several companies, six companies responded and Jackson & Blanc was the lowest bidder meeting the requirements of the RFP.

RECOMMENDATION:
Approve the agreement with Jackson & Blanc to replace the HVAC/Bard units located at Sunset School and the District Office in an amount not to exceed $166,220.00 from the 2021 Certificates of Participation Refinancing fund. A competitive process was used to obtain proposals for these services.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$166,220.00
(Amount)

2021 COPS refinancing 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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of June 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Jackson & Blanc – Special Projects & Controls Division	858-831-7900
Company/Consultant	Telephone Number
7929 Arjons Drive, San Diego, CA 92126-4301	www.jacksonandblanc.com
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 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: June 11, 2021 To: June 30, 2022 or completion whichever happens first.

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.

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 RESPONSIBLIITIES 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

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 appropriates 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 judgements 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** _____

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.

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, date, 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 direct by 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 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.

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:	**Jackson & Blanc**	
Name:	Kaveen Patel	
Title:	Project Sales Consultant	
Address:	7929 Arjons Drive	
City/State/Zip Code:	San Diego, CA 92126-4301	
Telephone:	(858) 831-7900	
Email:	kpatel@jacksonandblanc.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
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
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

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**
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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/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

May 21, 2021 Proposal #103060

EXHIBIT A

To: Paulo Azevedo, SYSD
From: Kaveen Patel, Jackson & Blanc
Subject: Replace (4) RTU's and (4) BARD Units
Location: 3825 Sunset Ln & 4350 Otay Mesa Rd, San Ysidro CA

Paulo,

Jackson and Blanc is pleased to submit this proposal to replace units at Sunset Elementary and SYSD District Office. Below is a scope of work and a list of exclusions.

<u>Scope of work for Rooftop Heat Pumps at Sunset Elementary – 3825 Sunset Lane:</u>

- Provide licensed engineer for mechanical, electrical, and structural engineering drawings.
- Following DSA approval, begin mobilizing equipment, material, and crews to jobsite.
- Provide safe off, disconnect, and LOTO of existing units.
- Provide licensed crane service for rig, hoist, and set of old and new units.
- Furnish and install the following four (4) new Carrier packaged heat pump units:
  - Carrier 10-Ton Model 48TCDD12A2A6-0A0G0
  - Carrier 12.5-Ton Model 48TCDD14A2A6-0A0G0
  - Carrier 7.5-Ton Model 48TCDD08A2A6-0A0G0
  - Carrier 20-Ton Model 48TCDD24A2A6-6V0G0
- Provide four (4) new units with the following features:
  - VFD Remote Keypad Kit
  - Vertical Power Exhaust 460V
  - Compliant Jade 2-Speed Economizer
  - Condenser Coil Coating
- Provide and install required curb adapters for new units.
- Provide labor and materials to reconnect to existing ductwork.
- Provide labor and materials to reconnect to existing condensate piping.
- Provide labor and materials to reconnect to existing electrical connections.
- Provide licensed TAB personnel to perform test and balance of new units.
- Perform equipment startup and test for proper operation.
- Perform jobsite cleanup and checkout with customer.

<u>Notes and clarifications for Sunset RTU's:</u>

- J&B assumes others to perform disconnect and reconnect to existing BMS controls.
- J&B to perform only electrical disconnect and reconnect, excludes electrical upgrades.
- J&B to provide structural upgrade allowance not to exceed $5,000.00
- J&B to provide permitting/DSA Fee allowance not to exceed $3,000.00
- J&B to provide required payment/performance bond and certified payroll documentation.

Jackson & Blanc
Respect • Accountability • Integrity • Safety • Excellence
Since 1931

Scope of work for BARD Units at District Office – 4350 Otay Mesa Rd:

- Mobilize equipment, material, and crews to jobsite during normal business hours.
- Provide safe off and disconnect of existing units.
- Perform demo and proper disposal of existing units.
- Furnish and install four (4) new 3-ton BARD W36HA05MP4 Units in existing unit locations
    - 230V/1-Phase
    - Compliant R-410A Refrigerant
    - 11 EER
- Provide labor and materials to reconnect to existing ductwork.
- Provide labor and materials to reconnect to existing electrical and controls.
- Provide labor and materials to reconnect to existing condensate lines.
- Perform equipment startup and test for proper operation.
- Perform jobsite cleanup and checkout with customer.

Notes and clarifications for DO BARD Units:

- J&B excludes permitting, engineering, and plans for replacement of BARD units.
- J&B excludes TAB and modification of interior ductwork for BARD units.

Cost for all work above: $166,220.00 (one hundred sixty-six thousand two hundred twenty dollars)
_____: Initial for acceptance

Jackson & Blanc – Special Projects & Controls Division
7929 Arjons Drive, San Diego, CA 92126-4301
Corporate (858) 831.7900 Fax (858) 695.9764
www.jacksonandblanc.com

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Respect • Accountability • Integrity • Safety • Excellence
Since 1931

Exclusions: The following tasks are excluded from Jackson & Blanc's scope of work under this contract unless expressly specified above:

1. TAB.
2. Bonds.
3. Insulation.
4. Preparation of Plans.
5. Low voltage controls.
6. Line voltage electrical.
7. Structural modifications.
8. Fire, Life, Safety Systems.
9. After hours or holiday labor.
10. Roofing, Carpentry, Painting.
11. Temporary cooling or heating.
12. Any work not listed in scope above.
13. Obtaining building, mechanical, or any other permits.
14. Engineering, structural, Title 24, or rebate calculations.
15. Expedited equipment delivery premiums, extended warranties.
16. Title 24 code upgrades or any code upgrades to existing systems.
17. Removal of furniture, electronics, or other non-affixed items to facilitate installation.

Terms: Progressive billings will be made based upon the amount of work completed. Payment terms are 30 days from the billing date. The pricing in this proposal is valid for 30-days.

Warranty: Manufacturer's-limited warranty on parts against manufacturing defects and workmanship. Jackson & Blanc's provides one-year replacement labor warranty, to commence upon start-up of equipment.

Sincerely,

Kaveen Patel	*Project Sales Consultant*	*5/21/21*

Accepted by	*Title*	*Date*

Jackson & Blanc
Respect • Accountability • Integrity • Safety • Excellence
Since 1931

GENERAL TERMS AND CONDITIONS

1. Contractor warrants that the workmanship hereunder shall be free from defects for one year (365 days) from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.

2. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement shall be performed during Contractor's normal working hours.

3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, ~~and the entire Agreement amount shall become due and payable immediately upon demand.~~

4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price-amount to be negotiated or on a time-and-materials basis at the Contractor's rates then in effect) over the sum stated in this agreement.

6. Contractor may only be terminated upon 5 days' written notice and opportunity to cure, specifying the alleged non-performance by Contractor under this agreement.

7. ~~In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorney's fees incurred by Contractor~~.

8. ~~Any legal action relating to this agreement, or to the work performed by Contractor, shall be commenced within one (1) year from the date of start-up of new equipment or beneficial use of the work performed.~~

9. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

10. Customer shall indemnify and hold harmless Contractor, its agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or relating to the performance of work hereunder, to the extent that such claim, damage, loss or expense is caused by any act of Customer, or Customer's other consultants, advisors, or contractors.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

13. Under no circumstances whether arising in contract, tort (Including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating, or maintenance expenses, claims of customer's tenants or clients, or any other special, indirect, or consequential damages.

14. Included in this agreement, if applicable, is the cost to recover and recycle the refrigerant in the equipment listed in this proposal in compliance with the Clean Air Act of 1990. Jackson & Blanc will comply with regulations that prohibit intentional venting of hydrochlorofluorocarbons (HCFC's), and chlorofluorocarbons (CFC's) has been in effect July 1, 1992.

Please note: Failure to comply with the Clean Air Act of 1980 by building owners, property managers, tenants and contractors can result in fines up to $25,000 per occurrence.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PROJECT GLAD RESEARCH AND THEORY PROFESSIONAL LEARNING

BACKGROUND INFORMATION:

This Memorandum of Understanding (MOU) is made and entered into by our District and the San Diego Superintendent of Schools, on behalf of its Learning and Leadership Division, hereinafter referred to as County.

The purpose of this MOU is to provide Project GLAD research and theory live webinars to approximately 80 teachers and 10 administrators. The scope of this MOU is to build teacher expertise, understanding, and implementation of GLAD® strategies to promote academic language and literacy development, aligned with the California ELA/ELD Framework and California content standards. Teachers will plan, prepare, and implement GLAD® strategies throughout professional learning sessions.

Cost implications include registration fees for 80 teachers at $470.00 each and 10 administrators at $100.00 each, plus teacher compensation for participating in these professional learning sessions. The term of this MOU is July 12, 2021 through June 30, 2022.

RECOMMENDATION:

Approve the Memorandum of Understanding with San Diego County Superintendent of Schools for the Project GLAD Research and Theory professional learning at the total cost of $38,600.00 from the Title III fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for 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 #

$38,600.00
(Amount)

Title III Fund
(Name of funding source and/or location)

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN YSIDRO SCHOOL DISTRICT

AND

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

This memorandum of understanding (MOU) is entered into this 12tht day of July 2021 by and between the SAN YSIDRO SCHOOL DISTRICT referred to as DISTRICT and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, on behalf of its Learning and Leadership Division, hereinafter referred to as COUNTY.

I. PURPOSE SCOPE & INTENDED OUTCOME

A. PURPOSE
Project GLAD® research and theory live webinar (Part 1).

B. SCOPE
Build teacher expertise, understanding, and implementation of GLAD® strategies to promote academic language and literacy development, aligned with the California ELA/ELD Framework and California content standards

C. LEARNING INTENTIONS
Teachers commit to using, appropriately for instructional purposes, GLAD® strategies to make lessons comprehensible for English learners and other diverse learners who benefit from multimodal and dialogic approaches to instruction. Teachers will plan, prepare, and implement GLAD® strategies throughout professional learning sessions.

The long-term goal is to transform classrooms into culturally sensitive, language functional environments that support high levels of academic achievement through literacy and language proficiency.

II. DISTRICT RESPONSIBILITIES
a. DISTRICT will contact and inform participants of all pertinent information.
b. DISTRICT will provide the registration process.
c. DISTRICT will provide books and materials (supply boxes, chart paper, copies, etc.)

III. COUNTY RESPONSIBILITIES
A. COUNTY will provide two GLAD® certified facilitators who will plan and deliver sessions.
B. COUNTY will collaborate and coordinate with DISTRICT lead staff.
C. COUNTY are responsible for travel costs.

IV. OWNERSHIP OF MATERIALS

All materials and documents, including without limitation memoranda, reports, specifications, designs, plans, maps and other documents prepared for, or obtained related to the scope of, this Agreement shall be property of COUNTY from the moment of their creation.

V. CONTRACT TERM

This contract shall be in force from July 12, 2021 to June 30, 2022.

VI. PAYMENT

DISTRICT agrees to pay COUNTY for services provided, within 30 days of receipt of invoice. Total fee not to exceed thirty-eight thousand six hundred dollars ($38,600)

- Total of eighty (80) teachers at $470 each.
- Total of ten (10) administrators at $100 each.

VII. 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 of Federal court located in San Diego County.

VIII. COMPLIANCES WITH LAW

The parties 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, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

IX. 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.

X. HOLD HARMLESS

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from or alleged to have arisen from the indemnifying party's performance or lack thereof under this agreement.

XI. CANCELLATION OF AGREEMENT

This Agreement may be cancelled prior to July 12, 2021 upon mutual written agreement of the parties in the event of cancellation of this Agreement, payment of fees for services provided prior to cancellation will be immediately due and payable to COUNTY.

XII. CONTACT INFORMATION

County Contact:	District Contact:
Rima Haroun	Cynthia Monreal González
Coordinator, MEGA Dept.	Executive Director of Educational Services
Learning and Leadership Services	San Ysidro School District

6401 Linda Vista Road, 321 South
San Diego, CA 92111
858-298-2010
Rima.haroun@sdcoe.net

4350 Otay Mesa Rd.
San Ysidro, CA 92173
619-428-4476 ex.3070
cynthia.gonzalez@sysdschools.org

XIII. FINAL APPROVAL

This Agreement is of no force or effect until approval by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executive on their behalf by their fully authorized representatives.

San Diego County Superintendent of Schools	San Ysidro School District
_____	_____
Signature	Signature
Michael Simonson	Marilyn Adrianzen
Name	Name
Deputy Superintendent, CBO.	Chief Business Official
Title	Title
_____	_____
Date	Date

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER FOR THE 2021-22 SCHOOL YEAR

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 California Division Program Manager, our AVID District Director, our site administrations at San Ysidro Middle School (SYMS) and at Vista Del Mar Middle (VDM) as well as the site AVID Coordinators and site teams will collaborate to continue the implementation of the program at both middle schools.

The products and services included in this agreement include:

- AVID District Leadership
- AVID Membership for Secondary Schools
- AVID Weekly Secondary ~ Assists with teaching critical reading techniques

RECOMMENDATION:

Approve the agreement with the Advancement Via Individual Determination (AVID) Center for the 2021-22 school year with a cost of $13,358.00 to be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Action/Service 1.9 - College and Career Readiness and 21st Century Learning: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as Project Lead the Way and AVID. In addition, middle schools will offer electives such as Spanish, etc., and programs such as Gifted and Talented Education (GATE). These programs promote equal access for all students.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$13,358.00
(Amount)

Supplemental & Concentration Fund
(Name of funding source and/or location)

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

AVID Center

Products and Services

2021-22 Quote/Order

Quote/Order #: Q-81416
Client: San Ysidro School District
Address: 4350 Otay Mesa Rd
San Ysidro, CA 92173

AVID Center Representative: Katheryn Ramirez
Phone: (858) 380-4784
Email: karamirez@avid.org

Effective Date: July 01, 2021

Expiration Date: June 30, 2022

District Products

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Excel Coaching Sessions and Professional Learning	$5,500.00	$0.00	$5,500.00
1	AVID Summer Institute or DigitalXP Registration Fee	$925.00	$75.00	$850.00
1	AVID Excel Curriculum Library Set	$390.00	$0.00	$390.00
1	Shipping & Handling	$35.00	$0.00	$35.00
			District Products SUBTOTAL:	**$6,775.00**

San Ysidro Middle School

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	$995.00	$0.00	$995.00
6	AVID Summer Institute or DigitalXP Registration Fee	$925.00	$450.00	$5,100.00
1	AVID Excel Curriculum Library Set	$390.00	$0.00	$390.00
1	Shipping & Handling	$35.00	$0.00	$35.00
			San Ysidro Middle School SUBTOTAL:	**$6,520.00**

Vista Del Mar Middle School

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	$995.00	$0.00	$995.00
6	AVID Summer Institute or DigitalXP Registration Fee	$925.00	$450.00	$5,100.00
1	AVID Excel Curriculum Library Set	$390.00	$0.00	$390.00
1	Shipping & Handling	$35.00	$0.00	$35.00
			Vista Del Mar Middle School SUBTOTAL:	**$6,520.00**

TOTAL:	$19,815.00
	plus all applicable taxes

Additional Comments:

N/A

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, 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, which may be viewed at https://www.avid.org/rest-assured-policy. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. 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:		**By:**	
Print Name:		**Print Name:**	Marilyn Adrianzen
Title:		**Title:**	CBO
Date:		**Date:**	
Email:	**contracts@avid.org**	**Email:**	marilyn.adrianzen@sysdschools.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Board approved: _____

SYSD Contact person: Cynthia Gonzalez
cynthia.gonzalez@sysdschools.org

AVID Center Products and Services Quote/Order

General Terms and Conditions Definitions

The following terms used in the General Terms and Conditions attached to an AVID Center Products and Services Quote/Order shall have the meanings ascribed to such terms set forth below:

"Agreement" shall mean, collectively, the AVID Center Products and Services Quote/Order or, if applicable, a Subsequent Quote/Order, and the General Terms and Conditions attached to the AVID Center Products and Services Quote/Order, as amended by any written amendment of an AVID Center Products and Services Quote/Order or Subsequent Quote Order signed by AVID Center and Client.

"AVID Center Products and Services Quote/Order" shall mean the initial Quote/Order for AVID Products and Services provided by AVID Center and signed by Client.

"AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

"AVID Methodologies" shall mean AVID Center's proprietary methodologies that are embodied within, and provided by AVID Center to users of, the AVID Products and Services.

"AVID Products and Services" shall mean the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at https://www.avid.org/Page/3290. Descriptions and requirements of such products and services may change from time to time at AVID Center's sole discretion without prior notice to Client and any such change shall be incorporated herein by this reference.

"Client Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

"Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the pricing terms of this Agreement.

"Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any amendment to a Quote/Order.

"Site Data" shall mean data collected from an Client Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

"Student Data" shall mean individual student academic data.

September 2020

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER FOR THE IMPLEMENTATION AND TRAINING PACKAGE OF THE AVID EXCEL PROGRAM

BACKGROUND INFORMATION:

The San Ysidro School District is requesting approval to enter into an agreement with the Advancement Via Individual Determination (AVID) Center for the implementation and training package for the AVID Excel Program.

AVID Excel is a branch of the AVID system that specifically focuses on English Learners to help accelerate academic language acquisition. The AVID Excel course is taken in middle school and targets critical reading skills as well as academic vocabulary development. In addition, AVID Excel strengthens partnerships between schools and families to promote literacy outside of school and deepen families' understanding of student success in college and career.

The products and services included for the District and 2 Middle Schools are:

- AVID Excel Coaching Sessions and Professional Learning
- AVID Summer Institute or DigitalXP Registration Fees
- AVID Excel Curriculum Library Sets
- AVID Excel Benefit Packages
- Shipping and handling

RECOMMENDATION:

Approve the agreement with the Advancement Via Individual Determination (AVID) Center for the implementation and training package of the AVID Excel program during the 2021-22 school year at the total cost of $19,815.00 to be paid from the Title III fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Action 1.9: College and Career Readiness and 21st Century Learning: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as Project Lead the Way and AVID. In addition, middle schools will offer electives such as Spanish, etc., and programs such as Gifted and Talented Education (GATE). These programs promote equal access for all students.

Action 1.17: Implement new English Learner programs (i.e., Traditional Bilingual Education, Maintenance, Structured English Instruction) based on site-based needs. Review, revise, and evaluate the EL Master plan for effectiveness and student and site needs.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$19,815.00	Title III Fund
(Amount)	(Name of funding source and/or location)

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

AVID Center

Products and Services

2021-22 Quote/Order

Quote/Order #: Q-81416
Client: San Ysidro School District
Address: 4350 Otay Mesa Rd
San Ysidro, CA 92173

AVID Center Representative: Katheryn Ramirez
Phone: (858) 380-4784
Email: karamirez@avid.org

Effective Date: July 01, 2021

Expiration Date: June 30, 2022

District Products

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Excel Coaching Sessions and Professional Learning	$5,500.00	$0.00	$5,500.00
1	AVID Summer Institute or DigitalXP Registration Fee	$925.00	$75.00	$850.00
1	AVID Excel Curriculum Library Set	$390.00	$0.00	$390.00
1	Shipping & Handling	$35.00	$0.00	$35.00
			District Products SUBTOTAL:	**$6,775.00**

San Ysidro Middle School

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	$995.00	$0.00	$995.00
6	AVID Summer Institute or DigitalXP Registration Fee	$925.00	$450.00	$5,100.00
1	AVID Excel Curriculum Library Set	$390.00	$0.00	$390.00
1	Shipping & Handling	$35.00	$0.00	$35.00
			San Ysidro Middle School SUBTOTAL:	**$6,520.00**

Vista Del Mar Middle School

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	$995.00	$0.00	$995.00
6	AVID Summer Institute or DigitalXP Registration Fee	$925.00	$450.00	$5,100.00
1	AVID Excel Curriculum Library Set	$390.00	$0.00	$390.00
1	Shipping & Handling	$35.00	$0.00	$35.00
			Vista Del Mar Middle School SUBTOTAL:	**$6,520.00**

TOTAL:	$19,815.00
	plus all applicable taxes

Additional Comments:

N/A

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, 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, which may be viewed at https://www.avid.org/rest-assured-policy. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. 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:		**By:**	
Print Name:		**Print Name:**	Marilyn Adrianzen
Title:		**Title:**	CBO
Date:		**Date:**	
Email:	**contracts@avid.org**	**Email:**	marilyn.adrianzen@sysdschools.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Board approved: _____

SYSD Contact person: Cynthia Gonzalez
cynthia.gonzalez@sysdschools.org

AVID Center Products and Services Quote/Order

General Terms and Conditions Definitions

The following terms used in the General Terms and Conditions attached to an AVID Center Products and Services Quote/Order shall have the meanings ascribed to such terms set forth below:

"Agreement" shall mean, collectively, the AVID Center Products and Services Quote/Order or, if applicable, a Subsequent Quote/Order, and the General Terms and Conditions attached to the AVID Center Products and Services Quote/Order, as amended by any written amendment of an AVID Center Products and Services Quote/Order or Subsequent Quote Order signed by AVID Center and Client.

"AVID Center Products and Services Quote/Order" shall mean the initial Quote/Order for AVID Products and Services provided by AVID Center and signed by Client.

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"AVID Methodologies" shall mean AVID Center's proprietary methodologies that are embodied within, and provided by AVID Center to users of, the AVID Products and Services.

"AVID Products and Services" shall mean the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at https://www.avid.org/Page/3290. Descriptions and requirements of such products and services may change from time to time at AVID Center's sole discretion without prior notice to Client and any such change shall be incorporated herein by this reference.

"Client Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

"Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the pricing terms of this Agreement.

"Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any amendment to a Quote/Order.

"Site Data" shall mean data collected from an Client Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

"Student Data" shall mean individual student academic data.

September 2020

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PROJECT LEAD THE WAY – EXTENDING TERM FOR THE 2021-22 SCHOOL YEAR

BACKGROUND INFORMATION:

Project Lead The Way (PLTW) provides transformative learning experiences for K-12 students and teachers across the United States. PLTW creates an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive.

Project Lead The Way offers different programs, and our District has been participating on the following:

- *Launch Program*: For students grades Kinder through 5th – This program empowers students to adopt a design-thinking mindset through compelling activities, projects, and problems that build upon each other and relate to the world around them. And as students engage in hands-on activities in computer science, engineering, and biomedical science, they become creative, collaborative problem solvers ready to take on any challenge.
- *Gateway Program*: For grades 6th through 8th - Through explorations of coding and robotics, flight and space, and DNA and crime scene analysis, the *Gateway Program* fuels students' passion for discovery. As they engage in hands-on, collaborative problem solving focused on real-world challenges, students use and stretch their imaginations in brand-new ways and connect their learning to life.

On April 12, 2018, the Governing Board approved the agreement with PLTW to continue with the *Gateway* and *Launch* Programs at all school sites. The District would like to exercise the automatic renewal option to extend the term of the agreement for the 2021-22 school year at the cost of $950.00 for each site.

RECOMMENDATION:

Approve to extend the term of the agreement with Project Lead the Way for the *Gateway Program* to be an elective course at the two Middle Schools and the PLTW-*Launch Program* for all Elementary Schools for the 2021-2022 school year at an annual fee of $6,650.00 from the Title IV fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 1: Student Achievement – Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$6,650.00
(Amount)

Title IV Fund
(Name of funding source and/or location)

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

Invoice

Project Lead The Way
3939 Priority Way South Dr Ste 400
Indianapolis IN 46240-3821

Date 5/12/2021
Invoice # 278867
Terms Net 30
Due Date 8/31/2021
PO #
Ship Date

Bill To
Attn: Accounts Payable
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To
La MIrada Elementary
222 Avenida De La Madrid
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	**PLTW Launch Participation-2021/2022** PLTW Launch Participation Fee - 2021/22 School Year per PLTW Agreement...**Due Date August 31, 2021**	$950.00	$950.00

To pay via EFT/ACH please utilize the following information:

Bank Name: Old National Bank
Bank Address: One Main Street, Evansville, Indiana 47708
Beneficiary: Project Lead The Way, Inc - Operating Account
Bank Account Number: 103369802
Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Subtotal	$950.00
Total Tax (0%)	$0.00
Total	$950.00
Amount Paid	$0.00
Balance Due	$950.00

Invoice

Project Lead The Way
3939 Priority Way South Dr Ste 400
Indianapolis IN 46240-3821

Date 5/12/2021
Invoice # 278868
Terms Net 30
Due Date 8/31/2021
PO #
Ship Date

Bill To
Attn: Accounts Payable
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To
Ocean View Hills School
4919 Del Sol Blvd
San Diego CA 92154

Quantity	Item	Unit Price	Amount
1	**PLTW Launch Participation-2021/2022** PLTW Launch Participation Fee - 2021/22 School Year per PLTW Agreement...**Due Date August 31, 2021**	$950.00	$950.00

To pay via EFT/ACH please utilize the following information:

Bank Name: Old National Bank
Bank Address: One Main Street, Evansville, Indiana 47708
Beneficiary: Project Lead The Way, Inc - Operating Account
Bank Account Number: 103369802
Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Subtotal	$950.00
Total Tax (0%)	$0.00
Total	$950.00
Amount Paid	$0.00
Balance Due	$950.00

Invoice

Project Lead The Way
3939 Priority Way South Dr Ste 400
Indianapolis IN 46240-3821

Date 5/12/2021
Invoice # 278869
Terms Net 30
Due Date 8/31/2021
PO #
Ship Date

Bill To
Attn: Accounts Payable
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To
Smythe Elementary
1880 Smythe Ave.
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	**PLTW Launch Participation-2021/2022** PLTW Launch Participation Fee - 2021/22 School Year per PLTW Agreement...**Due Date August 31, 2021**	$950.00	$950.00

To pay via EFT/ACH please utilize the following information:

Bank Name: Old National Bank
Bank Address: One Main Street, Evansville, Indiana 47708
Beneficiary: Project Lead The Way, Inc - Operating Account
Bank Account Number: 103369802
Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Subtotal	$950.00
Total Tax (0%)	$0.00
Total	$950.00
Amount Paid	$0.00
Balance Due	$950.00

Invoice

Project Lead The Way
3939 Priority Way South Dr Ste 400
Indianapolis IN 46240-3821

Date 5/25/2021
Invoice # 288648
Terms Net 30
Due Date 8/31/2021
PO #
Ship Date

Bill To
Attn: Accounts Payable
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To
Sunset Elementary
3825 Sunset Lane
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	**PLTW Launch Participation-2021/2022** PLTW Launch Participation Fee - 2021/22 School Year per PLTW Agreement...**Due Date August 31, 2021**	$950.00	$950.00

To pay via EFT/ACH please utilize the following information:

Bank Name: Old National Bank
Bank Address: One Main Street, Evansville, Indiana 47708
Beneficiary: Project Lead The Way, Inc - Operating Account
Bank Account Number: 103369802
Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Subtotal	$950.00
Total Tax (0%)	$0.00
Total	$950.00
Amount Paid	$0.00
Balance Due	$950.00

Invoice

Project Lead The Way
3939 Priority Way South Dr Ste 400
Indianapolis IN 46240-3821

Date 5/12/2021
Invoice # 278870
Terms Net 30
Due Date 8/31/2021
PO #
Ship Date

Bill To
Attn: Accounts Payable
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To
Willow Elementary
226 Willow Road
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	**PLTW Launch Participation-2021/2022** PLTW Launch Participation Fee - 2021/22 School Year per PLTW Agreement...**Due Date August 31, 2021**	$950.00	$950.00

To pay via EFT/ACH please utilize the following information:

Bank Name: Old National Bank
Bank Address: One Main Street, Evansville, Indiana 47708
Beneficiary: Project Lead The Way, Inc - Operating Account
Bank Account Number: 103369802
Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Subtotal	$950.00
Total Tax (0%)	$0.00
Total	$950.00
Amount Paid	$0.00
Balance Due	$950.00

Invoice

Project Lead The Way
3939 Priority Way South Dr Ste 400
Indianapolis IN 46240-3821

Date 5/12/2021
Invoice # 278162
Terms Net 30
Due Date 8/31/2021
PO #
Ship Date

Bill To
Attn: Accounts Payable
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To
San Ysidro Middle School
4345 Otay Mesa Road
San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	**PLTW Gateway Participation-2021/2022** PLTW Gateway Participation Fee - 2021/2022 School Year per PLTW Agreement...**Due Date August 31, 2021**	$950.00	$950.00

To pay via EFT/ACH please utilize the following information:

Bank Name: Old National Bank
Bank Address: One Main Street, Evansville, Indiana 47708
Beneficiary: Project Lead The Way, Inc - Operating Account
Bank Account Number: 103369802
Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Subtotal	$950.00
Total Tax (0%)	$0.00
Total	$950.00
Amount Paid	$0.00
Balance Due	$950.00

Invoice

Project Lead The Way
3939 Priority Way South Dr Ste 400
Indianapolis IN 46240-3821

Date 5/12/2021
Invoice # 278871
Terms Net 30
Due Date 8/31/2021
PO #
Ship Date

Bill To
Attn: Accounts Payable
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro CA 92173

Ship To
Vista Del Mar
4885 Del Sol Blvd.
San Diego CA 92154

Quantity	Item	Unit Price	Amount
1	**PLTW Gateway Participation-2021/2022** PLTW Gateway Participation Fee - 2021/2022 School Year per PLTW Agreement...**Due Date August 31, 2021**	$950.00	$950.00

To pay via EFT/ACH please utilize the following information:

Bank Name: Old National Bank
Bank Address: One Main Street, Evansville, Indiana 47708
Beneficiary: Project Lead The Way, Inc - Operating Account
Bank Account Number: 103369802
Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Subtotal	$950.00
Total Tax (0%)	$0.00
Total	$950.00
Amount Paid	$0.00
Balance Due	$950.00

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 3 TO THE EDUPOINT EDUCATION SYSTEMS AGREEMENT FOR SYNERGY MIGRATION AND HOSTING

BACKGROUND INFORMATION:
The District purchased the Synergy student information system (SIS) over 10 years ago to host student demographics, attendance, grades, and other various information. Synergy is running on an older server operating system which needs to be upgraded as it is no longer supported.

Edupoint who produces Synergy no longer supports school districts hosting Synergy on District hardware and is recommending they migrate the three Synergy servers and data to Edupoint Premium Cloud Hosting which Edupoint will fully migrate, manage, upgrade, backup, and support. This pricing includes Release Management which the District normally pays for separately and will reduce the District's server storage space needs as well as provide an additional level of tech support than currently in place. By performing this project, the District will ensure the Synergy SIS can always be upgraded to the newest version as well as improve security.

EDUPOINT EDUCATIONAL SYSTEMS	
1st Year Professional Services (1 time migration fee)	$4,500
1st Year Premium Cloud Hosted by Edupoint	$12,570
2nd Year Premium Cloud Hosted by Edupoint	$12,884
3rd Year Premium Cloud Hosted by Edupoint	$13,207
Total 3 year Cost	**$43,161**

RECOMMENDATION:
Approve Amendment No. 3 to the Edupoint Agreement for the migration and web hosting of the Synergy student information system to Edupoint Premium Cloud Hosting for a 3-year term at the cost of $43,161.00 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 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

$43,161.00
(Amount)

General Funds
(Name of funding source and/or location)

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

Amendment 3
To
EDUPOINT SOFTWARE LICENSE AGREEMENT

PERPETUAL

Version 17.0

1. Exhibit A is amended to include Premium Cloud hosting as follows:

EXHIBIT A - Software Subscription License Agreement
San Ysdiro (CA) Elementary School District: Synergy Premium CLOUD Hosting Services
Total Cost by Product and Service

California V21d20

Hosting		Hosting					
		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Premium Cloud Hosted by Edupoint	Yes	$11,450	$11,736	$12,030			$35,216
3rd Party Connections	Yes	$1,120	$1,148	$1,177			$3,445
Sub-Total Hosting Service		$12,570	$12,884	$13,207	$0	$0	**$38,661**
Professional Services			Days	Unit Cost	List Cost	Discount %	Total
Project Management (0 days)							
Train-The-Trainer (0 days)							
Data Conversion (0 days)							
External Interface/Integrations (0 days)							
All other Professional Services (3 days)							$4,500
Sub-Total Professional Services includes 3 days:							**$4,500**

Total Three Year Cost (excluding estimated expenses): $43,161

EXHIBIT A - Continued
Payment Schedule by Product and Service

Hosting		Amount	Payable On
1st Year Hosting		$12,570	Due upon Contract Signing
2nd Year Hosting		$12,884	1 year after Contract Signing
3rd Year Hosting		$13,207	2 years after Contract Signing
Total 3 Year Hosting	**Premium Cloud Hosted by Edupoint**	$38,661	

Payment Schedule for Professional Services	Percent	Amount	Payable On
Professional Services Cost		$4,500	Due upon Contract Signing
Total Payment for Professional Services		$4,500	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Three Year Cost (excluding estimated expenses): $43,161

EXHIBIT A - Continued
Payment Schedule by Year

Detailed Payment Schedule		Amount	Total
Due Upon Contract Signing			
1st Year Premium Cloud Hosted by Edupoint		$12,570	
1st Year Professional Services		$4,500	
	Payment Due		$17,070
Due 1st Year after Contract Signing			
2nd Year Premium Cloud Hosted by Edupoint		$12,884	
	Payment Due		$12,884
Due 2nd Year after Contract Signing			
3rd Year Premium Cloud Hosted by Edupoint		$13,207	
	Payment Due		$13,207
Due 3rd Year after Contract Signing			
	Total Three Year Cost (excluding estimated expenses)		**$43,161**

Pricing Notes:

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 08/23/21. Sales tax is not included.
- Year 1 is the (12 Months) period beginning on the date of Contract Signing.
- This proposal was based on 7 Schools with 4,578 students.
- An expense estimate of $1,752 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Escalation of 2.5% has been applied.

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems
1955 S. Val Vista Drive, Suite 200
Mesa, AZ 85204
(480) 633-7500, (800) EDUPOINT
Fax (480) 633-7501

Rob Wilson — President
Printed Name — Title

Signature — Date Signed

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

Printed name — Title

Signature — Date Signed

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT INTERIM WRITTEN AGREEMENTS WITH VARIOUS AGENCIES FOR 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:

The District has identified more than 700 students with special needs (language-processing disorders, require doctor-approved specialized medical treatments, individualized physical education services, behavior that interferes with their learning or the learning of others.) and per the student's Individualized Education Program (IEP) require specialized services (Healthcare, Speech & Language Pathologist (SLP), and Psychological services).

In order to be in compliance with State and Federal Regulations, administration requests approval of the following nonpublic agencies for 2021-2022. In the case that the district is able to hire a qualified SLP, the district will have to terminate the NPA master contract with the agency as stated on the agreement. But since the newly approved rates from South County SELPA are not available yet, the district and the nonpublic agencies are entering into Interim Written Agreement until the newly approved rates for 2021-2022 school year are released. Once the new rates are available, the San Diego Nonpublic Master Contract, based on the new rates, will be submitted to the Board of Education for approval.

Agency	Service	Annual Estimated Cost up to
ABA Educational Foundation	Mental Health	$40,000.00
BMR Health	SLP (1)	$113,457.60
Educational Based Services	SLP (2)	$218,880.50
Maxim Staffing Solutions	Healthcare/SLP/Pscyhological Services	$200,000.00
	Estimated Total up to:	**$572,338.10**

RECOMMENDATION:

Approve the San Diego County Nonpublic Master Contract Interim Written Agreements for the above-mentioned agencies to provide specialized services for school year 2021-2022 pending the release of the newly approved rates from South County SELPA at an estimated cost up to $572,338.10 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

$572,338.10
(Amount)

Special Education
(Name of funding source and/or location)

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2021-2022

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR ABA Education Foundation

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of all assigned students,
(Student Name)

at the rates set forth in Appendix B: Agencies: Section 5.1 of the Master Contract for the 2020 - 2021 Contract Year.

Anticipated Student Start Date: July 1, 2021.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, CBO
Name/Title

Agreed to by the CONTRACTOR:

Signature _____ Date _____

Erin Dyer Zwahlen, Executive Director
Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2021-2022

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR BMR

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of all assigned students,
(Student Name)

at the rates set forth in Appendix B: Agencies: Section 5.1 of the Master Contract for the 2020 - 2021 Contract Year.

Anticipated Student Start Date: July 1, 2021.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, CBO
Name/Title

Agreed to by the CONTRACTOR:

Signature _____ Date _____

Jicky Thomas, Recruitment Manager
Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2021-2022

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Educational Based Services

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of all assigned students,
(Student Name)

at the rates set forth in Appendix B: Agencies: Section 5.1 of the Master Contract for the 2020 - 2021 Contract Year.

Anticipated Student Start Date: July 1, 2021.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, CBO
Name/Title

Agreed to by the CONTRACTOR:

Signature _____ Date _____

Steve Benner, Special Education Coordinator
Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2021-2022

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Maxim Healthcare Staffing Services

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of all assigned students,
(Student Name)

at the rates set forth in Appendix B: Agencies: Section 5.1 of the Master Contract for the 2020 - 2021 Contract Year.

Anticipated Student Start Date: July 1, 2021.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, CBO
Name/Title

Agreed to by the CONTRACTOR:

Signature _____ Date _____

Andrea Torres, Assistant Controller
Name/Title

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PEPPERDINE UNIVERSITY FOR DIRECTED TEACHING EXPERIENCES

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with Pepperdine University for the purpose of providing teaching experience through directed teaching to students enrolled in teacher education curriculum of such institution.

RECOMMENDATION:
Approve the agreement with Pepperdine University for the purpose of providing directed teaching experiences through directed teaching to students enrolled in the teacher education curricula program.

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 2020-2021 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

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

PEPPERDINE
Graduate School of Education and Psychology

DIRECTED TEACHING AGREEMENT

This Agreement is made between Pepperdine University ("Pepperdine") on behalf of Pepperdine Teacher Preparation Programs and the hereinafter mentioned school district ("District"). It is the parties' intent that this agreement is a cooperative agreement for the benefit of the public and that entering into this agreement does not trigger any compliance or reporting obligation on the part of Pepperdine. This agreement does not in any way enlarge the University's obligations under federal or state law regulation.

RECITALS

A. Pepperdine has established an approved program (the "Program") of directed teaching for training education students of the University;

B. Directed teaching experiences are a required and integral part of the Program;

C. Pepperdine desires the cooperation of **San Ysidro School District** in the training of students through the directed teaching experiences, which will provide a benefit to the public; and

D. Pursuant to the provisions of Section 44320 of the California Education Code, the governing board of a District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through directed teaching to students enrolled in teacher education curricula of such institution; and

E. Any such agreement may provide for the payment in money or services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District.

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

DATE: 5/28/21

PARTIES: Pepperdine University and **San Ysidro School District**

TERM: From August 1, 2021 to July 31, 2025.

CONTRACT SERVICES: Not to exceed three Clinical Experiences per year, per mentor.

RATE AND AMOUNT: $150 Master Teaching Stipend per student, per session of Clinical Observation of student by Master Teacher. $150 Master Teaching Stipend per student teacher, per session of directed mentoring for Clinical Experience.

METHOD OF PAYMENT: Check one.

_____Stipend is to be paid directly to the District.

XXXX_ Stipend is to be paid directly to the Master Teacher.

GENERAL TERMS

1. Directed Teaching

A. The District shall provide teaching experience through directed teaching in schools and classes of the District, not to exceed the number of directed teaching assignments. Such directed teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Pepperdine through their duly authorized representatives may agree upon.

B. The District may, for good cause, refuse to accept for directed teaching any student of Pepperdine assigned to directed teaching in the District. In such event, Pepperdine shall terminate the assignment of such student to the directed teaching program in the District.

C. The term "directed teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers in the schools or classes in which the direct teaching is provided, and who have completed a minimum of three years successful teaching experience.

D. Pepperdine student teachers without emergency or substitute credentials may not be asked by the school districts to serve and be paid for substitute teaching. Such students are not regarded as properly certified and require full-time supervision. Those holding substitute or emergency credentials may substitute only for their master teacher when s/he is out ill; when it is determined by the principal that such substitution is in the best interest of the student teacher and the students in the classroom; only after the first four weeks of that student's first student teaching assignment; the student teacher is paid by the District; and the number of days is kept to a minimum.

E. Pepperdine will pay for the performance by the District of all services required to be performed by the District under this Agreement at the aforesaid rates for each session of part-time directed teaching or full-time directed teaching provided by the District pursuant to this Agreement.

F. The term "session of directed teaching" as used herein and elsewhere in this Agreement is considered to be a full day of directed teaching for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidates receives four (4) semester units of practice teaching credit) and six (6) periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidates receive four (4) semester units of practice teaching credit). The credential candidate must complete two (2) sessions for a minimum total of sixteen (16) weeks.

G. An assignment of a Pepperdine student to directed teaching in classes of schools of the District shall be for one (1), two (2), or three (3) sessions as mutually agreed between Pepperdine and the District.

H. An assignment of a Pepperdine student to directed teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other documents provided by Pepperdine affecting such assignment, but no earlier than the date of such assignment as shown on such card or other documents.

I. In the event the assignment of a Pepperdine student to directed teaching is terminated by Pepperdine for any reason after the student has been in directed teaching and has been at the assignment for a minimum of two weeks, the District shall receive payment for the assignment on account of such student as though there had been no termination of the assignment. Said payment not to exceed $150 per student per session of terminated assignment.

J. If applicable, within a reasonable time following the close of each session of Pepperdine, the District shall submit an invoice ~~in triplicate~~, to Pepperdine for payment, at $150 per student, per term, for all directed teaching provided by the District under and in accordance with this Agreement during said session. This process may be altered in writing according to individual district procedures as to how the invoicing will proceed.

K. Notwithstanding any other provision of this Agreement, Pepperdine shall not be obligated by this Agreement to pay the District any amount in excess of the total sum.

L. **Health Insurance**. Pepperdine shall ensure that each Student participating in the Program is covered by health insurance.

No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of the School/District. As such, they are not covered by the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) the School/District. Candidates shall not displace any School/District employee.

M. In accordance with California Education Code Section 44320(b), each credential candidate, prior to assignment to District, must obtain at his or her sole expense a "Certificate of Clearance", which includes a complete Live Scan Service. The University will ensure that students receive a Certificate prior to beginning their assignment in the district.

N. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at his or her sole expense an examination, by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, or provide a current certificate that shows s/he is free of communicable tuberculosis prior to beginning their assignment in the District.

1. Minimum Insurance Requirements

A. District. The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage or comparable program of self-insurance:

i. Commercial General Liability (Minimum Requirement):
$1,000,000 per occurrence

ii. Coverage:
Premises/Operations
Liability Medical Payments Liability
Personal Injury Liability

iii. The District shall maintain in full force and effect, at its sole expense, Workers' Compensation and Employers Liability Insurance in a form and amount covering District's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California

2. Employers Liability
$1,000,000 Each Accident
$1,000,000 Each Employee
District shall provide University with 30 days written notice before cancellation, or any reduction or material change in coverage.

B. University shall maintain insurance in full force and effect, at its sole expense:

i. Commercial General Liability (Minimum Requirement):
$2,000,000 General Aggregate
$1,000,000 per occurrence

ii. Coverage:
Premises/Operations Liability Medical

Pepperdine University | 6100 Center Drive | Los Angeles, CA 90045
p. 310-568-5600 | f. 310-568-5755 | gsep.pepperdine.edu

Payments Liability Contractual Liability
Personal Injury Liability
Independent Contractors

iii. The University will maintain in full force and effect, at its sole expense Workers' Compensation and Employers Liability Insurance in a form and amount covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California

2. Employers Liability
$1,000,000 Each Accident
$1,000,000 Each Employee

C. **Insurance**. Pepperdine/University shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars ($2M USD) per claim and four million dollars ($4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars ($1M USD) per occurrence and three million dollars ($2M USD) in the aggregate.

A certificate of general liability insurance with the District named as an additional insured shall be provided by Pepperdine University' Insurance and Risk Department to the District 30 days in advance of the commencement of this agreement.

The District will require 30 days written notice before cancellation, or any reduction or material change in coverage.

3. <u>Indemnity</u>

District shall defend, indemnify and hold Pepperdine, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

Pepperdine shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including

reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Pepperdine, its officers, agents or employees.

4. Miscellaneous

A. Termination. Either party may terminate this Agreement with or without cause by providing written notice to the other party. Termination will be effective at the end of the school year during which the notice is issued. The notice required under this paragraph shall be sent by registered mail.

B. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first-class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to Pepperdine: Pepperdine University
Graduate School of Education and Psychology
6100 Center Drive, 5th Floor
Los Angeles, CA 90045
ATTN: Teacher Preparation Program Director

Notice to District: San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
ATTN: Human Resources Director

D. District and Pepperdine agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, creed, color, religious belief, national origin, and disability, status as a disabled veteran, or veteran of the Vietnam era.

E. Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.

F. The Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

G. The parties hereto shall not have either the power or the right to assign this Agreement or any part thereof to any person or party for any reason, and any attempt to do so shall be void and of no legal effect.

H. This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

I. Should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including fees and costs of corporate staff and counsel.

J. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

K. Each party is an independent agent and shall not act as, or be an agent or employee of, the other party.

In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representative.

San Ysidro School District

Marilyn Adrianzen, CBO

Print Name Signature Date Board approved

Reyna García Ramos,

Program Director

Print Name Signature Date

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENTS WITH GOLD STAR FOODS

BACKGROUND INFORMATION:

Gold Star Foods is one of the few distributors in the nation that exclusively services school food service operations. Since the implementation of the Healthy Hunger –Free Kids Act, Gold Star has become a solutions provider by implementing strategies to support schools such as stocking an inventory of compliant-only foods, creating an online data base with nutritional information with all items, and improving their technology platform to provide reports for school districts to improve transparency.

Gold Star Foods was awarded several RFPs which include a "piggyback" clause authorizing other school districts to benefit from this bid to purchase, use identical sourcing and distribution services and with the same terms and conditions pursuant to sections 20118 (K-12) of the Public Contract Code.

Gold Star Foods is commited to make the necessary deliveries of frozen, refrigerated, commodity and commercial food products including Bread/Tortilla products to accommodate the needs of the District's Nutrition Program. The term of the agreement is for school year 2021-22.

	Contract Documents	Product Description
RFP #19-20-04	Westminister USD	Distribution of Processed USDA Commodity, Commercial Equivalens & Commercial Food Products
RFP #2017/18-11	Riverside USD	Fresh Bread and Tortilla Products
RFP #592	Oxnard Union HSD	Produce Products

RECOMMENDATION:

Approve the agreement with Gold Star Foods to provide food commodities during 2021-22 school year to the District's Nutrition Services Department through the existing "piggyback" agreements between Gold Star Foods and the various school districts RFPs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety 2.1 Maintain basic operating services of the district.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

Based on purchases
(Amount)

Child Nutrition
(Name of funding source and/or location)

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

GOLD STAR FOODS

June 1, 2021

San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173

Attn: Evelyn Zarzosa

Re: RFP #19-20-04 Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products

Gold Star Foods, Inc. is awarded the contract for Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products for Westminster school district. The term of that original contract was July 01, 2020 through June 30, 2021. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to extend the "piggyback" option of this contract for the current school year and extend our pricing effective July 1, 2021 through June 30, 2022.

Westminster USD Contract Documents: https://app.box.com/s/tiokd7j4kz6s7060lxcg8u03lyq4xmy6

At your convenience, please confirm by signing below and return to our office via fax, email, or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Sincerely,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

_____ _____
Signature Title

_____
Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

RFP 19/20-04

DISTRIBUTION OF PROCESSED USDA COMMODITY, COMMERICIAL EQUIVALENTS, AND COMMERCIAL FOOD PRODUCTS

RENEWAL ADDENDUM 01

MAY 1, 2021

This addendum forms a part of the bid and modifies the original documents dated June 12, 2020. The following change hereinafter set forth shall apply to the bid and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or sworn.

1. Schedule A: Specifications and Price Quote: The attached spreadsheet contains newly added items and forecasted volumes for the 2021-22 school year. Please provide a quote for these items with the 2021-22 school year contract renewal.

2. Schedule A: Specifications and Price Quote: The attached spreadsheet contains items that will be deleted for the 2021-22 School year.

Stephanie Tovar, Director of Nutrition Services

Gold Star Foods

WESTMINSTER SCHOOL DISTRICT
Proposal Number 19/20-04
Distribution of Processed USDA Commodity, Commercial Equivalents and Commercial Food Products

ADDENDUM TO BID # 19/20-04

To: Director of Nutrition Services,

1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.

2) This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.

3) Proposer shall complete and have notarized, the provided Addendum including all items listed on Schedule A and include it with the addendum response.

Name of Firm: Gold Star Foods

Address of Firm:
John Cho
(Name)
Vice President of Merchandising and Contract
(Title)

of the Proposer, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Proposer, in connection with Proposal No. 19/20-04, and all the representations herein made, are true and correct.

Executed this 15 day of APRIL, 2021,
at (county) San Bernardino.

Signature

(909) 843-9600
Telephone

Date 4/15/2021

WITNESS my hand and official seal.

See Attached

(Seal)
Notary Public in and for said State

END OF ADDENDUM FORM

Gold Star Foods

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

On APRIL 15, 2021 before me, Sang Kim
(insert name and title of the officer)

personally appeared JOHN CHO,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SANG IL. KIM
Notary Public - California
San Bernardino County
Commission # 2326293
My Comm. Expires Apr 10, 2024

Signature _____ **(Seal)**

Schedule A

GS Number	Mfg. Code	Brand	Item
133653	CBLD196	Sky Blue Bakery	WG Corn Mini Muffin
400930	270019	Integrated	Beef Taco Stick IW
113361	33686	Pillsbury	WG Mini Cinnis Rolls IW
406736	7803	Gold Kist	WG Drumstick
134602	40333/523854	Krusteaz	WG Belgian Waffle Stick
200024	86001TPF	Apple & Eve	Juice 100% Fruit Punch
203313	84529TPF	Apple & Eve	Juice Fruitable Tropical Plus
203312	84530TPF	Apple & Eve	Juice Fruitable Power Punch Plus
209541	80833	La Vencedora	Tortilla Chips IW
403651	39911	Land O Lake	Cheddar Cheese Dip
404013	REDSC2ZC84	Red Gold	Salsa Dipping Cups
210067	66	Juicy Juice	100% Orange Medley Juice
112999	127852	Pillsbury	Apple Frudel IW
134813	38413	Pillsbury	Mini Strawberry Bagels IW
401372	10000013716	Advance P.	Honey BBQ Beef Rib
404034	5150021027	Smuckers	PBJ Sandwich - Single
400952	C47107	Integrated	IW American Cheeseburger
133948	TACONADA2B12W	Bell Tasty	Taco Nada

Gold Star Foods

GOLD STAR FOODS

April 16, 2021

Stephanie Tovar, Director of Nutrition Services
Westminster School District
14121 Cedarwood Avenue
Westminster, CA 92683

Re: Extension Offer for RFP 19/20-04 Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products

Gold Star Foods, Inc. is awarded the contract to Westminster School District in accordance with your bid mentioned above. The term of that original contract is July 1, 2020 through June 30, 2021. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods respectfully requests a one-year extension effective July 1, 2021 with the following representation:

1. Manufacturer price changes: Supporting documentation will be provided upon receiving final 2021-22 pricing from each manufacturer.
2. CPI Increase: None

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

Signature

Title 4/20/21

Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

GOLD STAR FOODS

June 1, 2021

San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173

Attn: Evelyn Zarzosa

Re: Extension Offer for RFP # 2017/18-11 Fresh Bread and Tortilla Products

Gold Star Foods, Inc. is awarded the contract to Riverside USD in accordance with your bid mentioned above. The term of that original contract is July 1, 2018 through June 30, 2019. The contract may be extended for an additional four [4] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer Placentia-Yorba Linda USD a "piggyback" option of this contract for the 2020-2021 school year and extend our pricing effective July 1, 2021 through June 30, 2022 in accordance with the contract terms and conditions:

Riverside USD Contract Documents: https://app.box.com/s/48h174ryyx98fqv7vo7zokl438b273l3

At your convenience, please confirm by signing below and return to our office via email or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

_____ _____
Signature Title

_____
Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

100735 RIVERSIDE UNIFIED SCHOOL DISTRICT BID NO 2017/18-11 RENEWAL_21-22

Item No.	Mfg. Item No.	Description	Brand	UOM	Pack Size	Customer Bid No.	NO PRICE CHANGES 21-22 Selling Price	Percentage Change	Comment	Starting Date	Ending Date
600026	163C6	WHEAT & GLUTEN FREE RICE BREAD	FRESH BREAD	CS	6/16SLCS	2017/18-11-renewal	$ 29.39	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600034	2019	3.5" WHITE DINNER ROLLS	FRESH BREAD	DZ	12/1.42OZ	2017/18-11-renewal	$ 1.58	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600054	2176	4" 51% WWW HAMBURGER BUNS	FRESH BREAD	DZ	12/2.07OZ	2017/18-11-renewal	$ 1.87	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600056	2179	6" 51% WWW HOT DOG BUNS	FRESH BREAD	DZ	12/1.96OZ	2017/18-11-renewal	$ 1.86	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600074	3419	3" 51% WWW DINNER ROLLS	FRESH BREAD	DZ	12/1.85OZ	2017/18-11-renewal	$ 2.12	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600076	1438	6" 51% WWW SLICED FRENCH ROLL	FRESH BREAD	DZ	12/2.67OZ	2017/18-11-renewal	$ 2.81	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600078	4303	6" WHITE HINGE FRENCH ROLLS	FRESH BREAD	DZ	12/2.85OZ	2017/18-11-renewal	$ 2.23	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600104	3680	WHOLE GRAIN BREAD STICK	GOLDEN CRUST BAKERIES INC	PK	12/1.5OZ	2017/18-11-renewal	$ 2.84	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600168	160120	6" FRESH WG CORN TORTILLA	ROMEROS	PK	2 DOZ	2017/18-11-renewal	$ 0.87	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600170	212380	12" FLOUR TORTILLA	ROMEROS	PK	1DZ	2017/18-11-renewal	$ 2.35	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600207	4216	4" 51% WWW SLICED FRENCH ROLLS	FRESH BREAD	DZ	12/2.02OZ	2017/18-11-renewal	$ 2.43	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600224	212382	12"WW PRESSED FLOUR TORTILLA	ROMEROS	PK	1DZ	2017/18-11-renewal	$ 2.71	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600341	341	ARTISAN 51% WWW DINNER ROLLS	FRESH BREAD	DZ	12/1OZ	2017/18-11-renewal	$ 2.54	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600342	342	ARTISAN 51% WWW DINNER ROLLS	FRESH BREAD	DZ	12/2OZ	2017/18-11-renewal	$ 1.89	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600345	9417	4" 51% WWW KNOT BUN/CORN TOP	FRESH BREAD	DZ	12/2.08OZ	2017/18-11-renewal	$ 2.22	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600368	3420	51%WWW HAWAIIAN DINNER ROLL	FRESH BREAD	DZ	12/2OZ	2017/18-11-renewal	$ 2.18	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600716	1490	SANDWICH BREAD 51% WG	PAPAPITA BAKERY	LF	24SL	2017/18-11-renewal	$ 2.21	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600724	5861	3.5" WG SLICED ENGLISH MUFFIN	PAPAPITA BAKERY	PK	12/3.5OZ	2017/18-11-renewal	$ 3.68	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600726	210282	TORTILLA FLOUR 10" WW WG	ROMEROS	PK	2DZ	2017/18-11-renewal	$ 4.56	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600727	206142	TORTILLA FLOUR 6" WG	ROMEROS	PK	2DZ	2017/18-11-renewal	$ 2.48	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600729	208182	TORTILLA WHEAT FLOUR 8"	ROMEROS	PK	2DZ	2017/18-11-renewal	$ 3.05	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600730	210280	TORTILLA FLOUR PRESSED 10"	ROMEROS	PK	2DZ	2017/18-11-renewal	$ 3.79	0.00%	**NO CHANGE**	7/1/2021	6/30/2022
600736	206140	TORTILLA FLOUR 6"	ROMEROS	PK	2DZ	2017/18-11-renewal	$ 2.24	0.00%	**NO CHANGE**	7/1/2021	6/30/2022

Riverside Unified School District
Multi-Year Extension Agreement for SY 2021-22
(RFP No. 2017/18-11 Fresh Bread and Tortilla Products)
Memorandum of Understanding

The Riverside Unified School District Board of Education accepted our recommendation to renew the award to Gold Star Foods for the 2021-22 school year. This is a **Memorandum of Understanding (MOU)** whereby the vendor will need to provide the following required documents in order to renew the existing proposal.

Complete and sign this Memorandum of Understanding and return to the Nutrition Services Director by May 1, 2021.

By signing this agreement, the Vendor agrees to the following:

All specifications, terms and conditions of proposal No. 2017/18-11 are included with full force and like effect as if fully rewritten herein.

An updated certificate of insurance to include Riverside Unified School District Nutrition Services as part of your Comprehensive General Liability Insurance, Comprehensive Automobile Liability and Workers Compensation Insurance is required no later than July 1, 2021.

Price list must be received no later than May 30th and will be effective the new school year beginning July 1, 2021. Orders placed and delivered prior to July 1st shall inherit the previous school year approved price. Pricing is effective July 1, 2021 through June 30, 2022.

Any price adjustments must be at or below the consumer price increase index for "All Urban Consumers" Database Series for the statistical area of "US City Average" from the category "Food Away From Home" as listed on the Bureau of Labor Statistics (BLS) website (http://www.bls.gov/data/). The Vendor may use the preceding twelve (12) months. Vendor may provide alternate documentation if BLS is not available. Acceptance of alternate documentation is at the discretion of the Director of Nutrition Services.

Vendor is to provide a list of delivery locations, days of delivery, and delivery window times for the new school year.

I agree to the above requirements. I understand that failure to comply with any of the above requirements may result in disallowance from participating in the multi-year extension agreement.

By signing this, I certify that I am authorized to sign and agree to adhere to the terms specified herein.	
Company Name	Gold Star Foods
Signature	
Printed Name	John Cho V.P. of Merchandising & Contracts Gold Star Foods, Inc.
Title of Signer	VP MERCHANDISING & CONTRACTS
Phone	(909) 843-9600
Date	3/15/2021
Nutrition Services Director	Adleit Asi
Mailing Address	6050 Industrial Avenue, Riverside, CA 92504
Email	aasi@riversideunified.org.
Phone	(951) 352-6740 x-82801

Complete and sign this Memorandum of Understanding and return with original signature to Nutrition Services Director by May 1, 2021. Once received, Director will sign and return a copy to the vendor.

RIVERSIDE UNIFIED SCHOOL DISTRICT
NUTRITION SERVICES
JUNE 27, 2018

Tiffany Riad, Bid Manager
Gold Star Foods Inc.
3781 East Airport Drive
Ontario, CA 91761

Re: "Fresh Bread Products" RFP #2017/18-11 – Award Agreement

Congratulations! The Riverside Unified School District Board of Education accepted our recommendation to award Gold Star Foods Line items 1 through 11 for the 2018-2019 school year. We will be issuing an updated Purchase Order to your company for the 2018-2019 school year.

Effective July 1, 2018, ordering and delivery service will be provided to all secondary sites on Monday and Thursday. All elementary sites will be delivered on Mondays. The Central Kitchen/Nutrition Center request deliveries on Monday and Thursday or as needed basis. Summer School services will be modified as needed. All specifications, terms and conditions of signed bid are hereby included with full force and like effect as if fully rewritten herein. Please sign and return this agreement letter in the enclosed envelope.

I look forward to working with your company in providing fresh bread to the students and staff of Riverside Unified School District.

Sincerely,

Kirsten Roloson
Interim Director, Nutrition Services

Vendor Signature

2/8/19.
Date

Giselle Norton
Contracts Manager
Gold Star Foods, Inc.

RUSD
Innovation in Education
www.RUSDLink.org

Nutrition Services
6050 Industrial Ave.
Riverside, Ca
92504

PHONE 951-352-6740
FAX 951-778-5712
EMAIL kroloson@rusd.k12.ca.us

Any school district and the awarded Proposer (s) engaged in the execution of orders under this Proposal, acting in accordance with Public Contracts Code, section 20118, shall not be construed as an officer, agent or employee of the District and shall indemnify and hold harmless its officers, agents and employees from any and all liabilities resulting from the use of this Proposal.

Acceptance or rejection of this clause **will not** affect the outcome of this proposal. Please initial your preference below.

Piggyback option granted: JCS

Piggyback option not granted: _____

24. **PROPOSERS DISCLOSURE INFORMATION:** All disclosure, certification and non-collusion forms or affidavits contained in this proposal must be completed and submitted prior to the final award.

25. **PROPOSER CRITERIA FORM:** The Proposer Criteria Form must be completed and submitted with the proposal.

26. **CERTIFICATIONS:**

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

- Section 306 of The Clean Air Act (42 *U.S.C.* 1847[h]): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf
- Section 508 of the Clean Water Act (33 *U.S.C.* 1368): http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf
- Executive Order 11738: http://www.epa.gov/isdc/eo11738.htm
- Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities

C. Debarment Certification

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

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3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

This institution is an equal opportunity provider

GOLD STAR FOODS

June 1, 2021

San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173

Attn: Evelyn Zarzosa

Re: Extension Offer for RFP 592 Produce Products

Gold Star Foods, Inc. is awarded the contract to Oxnard Union High SD in accordance with your bid mentioned above. The term of that original contract is July 1, 2019 through June 30, 2020. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer Mountain View SD a "piggyback" option of this contract for the 2020-2021 school year and extend our pricing effective July 1, 2021 through June 30, 2022 in accordance with the contract terms and conditions:

Oxnard Union HSD Contract Documents: https://app.box.com/s/5njfcvnwcx0ava55nn328aaxvobv6r3t

At your convenience, please confirm by signing below and return to our office via email or mail.

We sincerely appreciate this opportunity and continuing partnership. We look forward to supporting your district and work endlessly towards a successful school year.

Thank you,

John Cho
V.P. of Merchandising and Contracts

Acceptance:

_____ _____
Signature Title

_____
Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

100594 OXNARD UNION HIGH SCHOOL DISTRICT									MFG INCREASES- NO CPI INCREASE			
Item No.	Description	UOM	Pack Size	Customer Bid No.	Starting Date	Ending Date	Current Usage	20-21 Selling Price	21-22 Selling Price	Percentage Change	Comments	Start Date
406801	APPLE RED SLICES FRESH	CS	100/2OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	44	$ 22.48	$ 22.48	0.00%	**NO CHANGE**	7/1/2021
822112	APPLES FANCY RED DELICS 125CT	CS	125CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 28.84	$ 29.72	3.05%	**MFG INCREASE**	7/1/2021
800222	APPLES FANCY RED/GREEN 125SZ	CS	125CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	3	$ 28.30	$ 29.70	4.95%	**MFG INCREASE**	7/1/2021
820005	APPLES FUJI 138-150CT	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	188	$ 28.84	$ 29.72	3.05%	**MFG INCREASE**	7/1/2021
820000	APPLES GALA 138-150CT	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	464	$ 28.84	$ 29.72	3.05%	**MFG INCREASE**	7/1/2021
820011	APPLES GRANNY SMITH 138-150CT	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	159	$ 28.84	$ 29.72	3.05%	**MFG INCREASE**	7/1/2021
820015	APPLES PINK LADY 138-150CT	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 28.84	$ 29.72	3.05%	**MFG INCREASE**	7/1/2021
820017	APPLES RED DELICIOUS 138-150CT	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	13	$ 28.84	$ 29.72	3.05%	**MFG INCREASE**	7/1/2021
~~800479~~	~~APPLES RED SL 100/2OZ~~	~~CS~~	~~100/2OZ~~	~~RFP #592 PRODUCE~~	~~7/1/2020~~	~~6/30/2021~~	~~58~~	~~REMOVE~~	~~REMOVE~~	~~REMOVE~~	**USE 406801-CMDY**	~~7/1/2021~~
820195	APPLES SLICED RED IW 200/2OZ	CS	200/2OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 43.32	$ 44.96	3.79%	**MFG INCREASE**	7/1/2021
820979	APRICOTS 6VF 130-140CT	CS	130-140CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 29.33	$ 30.78	4.94%	**MFG INCREASE**	7/1/2021
820274	ASPARAGUS STANDARD SZ.	CS	12 BUNCH	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 32.74	$ 34.33	4.86%	**MFG INCREASE**	7/1/2021
820024	AVOCADOS WHOLE BREAKER EA	EA	1EA	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 1.73	$ 1.80	4.05%	**MFG INCREASE**	7/1/2021
820061	BANANAS PETITE GREEN TIP	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	237	$ 20.91	$ 21.94	4.93%	**MFG INCREASE**	7/1/2021
820027	BANANAS PETITE RIPE	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 23.99	$ 21.96	-8.46%	**MFG DECREASE**	7/1/2021
822407	BASIL 3 CT BUNCHES	PK	1/3CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	10	$ 3.02	$ 3.15	4.30%	**MFG INCREASE**	7/1/2021
820236	BROCCOLI FLORETS 3# BG	BG	3LB BAG	RFP #592 PRODUCE	7/1/2020	6/30/2021	11	$ 4.97	$ 5.20	4.63%	**MFG INCREASE**	7/1/2021
820076	BROCCOLI HEAD WRAPPED 14CT/20#	CS	14CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	5	$ 16.58	$ 17.39	4.89%	**MFG INCREASE**	7/1/2021
820592	BROCCOLI SLAW 4/5#	CS	4/5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	4	$ 25.48	$ 26.73	4.91%	**MFG INCREASE**	7/1/2021
820317	BROCCOLI SLAW 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 10.05	$ 6.94	-30.95%	**MFG DECREASE**	7/1/2021
820898	BRUSSEL SPRTS HALVED TRAY 4#	EA	4LB TRAY	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 15.30	$ 16.05	4.90%	**MFG INCREASE**	7/1/2021
820079	CABBAGE GREEN EA	EA	1EA	RFP #592 PRODUCE	7/1/2020	6/30/2021	2	$ 0.84	$ 0.86	2.38%	**MFG INCREASE**	7/1/2021
820147	CABBAGE GREEN SHREDDED 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	4	$ 4.42	$ 4.64	4.98%	**MFG INCREASE**	7/1/2021
820038	CANTALOUPE 12-15CT	CS	12-15 CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	2	$ 18.31	$ 19.21	4.92%	**MFG INCREASE**	7/1/2021
820200	CANTALOUPE CHUNKS 4/2.5#	CS	4/2.5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 30.44	$ 31.94	4.93%	**MFG INCREASE**	7/1/2021
820150	CARROT 3"- 4" STICKS 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	87	$ 8.01	$ 6.17	-22.97%	**MFG DECREASE**	7/1/2021
800592	CARROT BABY 50/2.5OZ	CS	50/2.5OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 13.49	$ 13.49	0.00%	**NO CHANGE**	7/1/2021
820188	CARROT BABY IW 100/3OZ	CS	100/3OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	676	$ 18.10	$ 18.99	4.92%	**MFG INCREASE**	7/1/2021
820157	CARROT BABY WHOLE SLIM 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	4	$ 4.40	$ 4.60	4.55%	**MFG INCREASE**	7/1/2021
820083	CARROT JUMBO	SK	25LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 13.12	$ 13.76	4.88%	**MFG INCREASE**	7/1/2021
820155	CARROT SHREDDED 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	105	$ 6.64	$ 4.92	-25.90%	**MFG DECREASE**	7/1/2021
820345	CARROT STICKS 3-4" STK PK 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	17	$ 6.75	$ 6.75	0.00%	**NO CHANGE**	7/1/2021
821193	CARROT STICKS 50/3OZ	CS	50/3OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 17.32	$ 18.17	4.91%	**MFG INCREASE**	7/1/2021
820158	CARROT/CELERY COMBO 50/2OZ	CS	50/2OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	96	$ 25.33	$ 18.10	-28.54%	**MFG DECREASE**	7/1/2021
820084	CAULIFLOWER 12CT WRAPPED	CS	12CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 17.84	$ 18.71	4.88%	**MFG INCREASE**	7/1/2021
800590	CELERY STICKS 50/2 OZ	CS	50/2OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	165	$ 18.33	$ 19.23	4.91%	**MFG INCREASE**	7/1/2021
820826	CELERY STICKS 50/2.3OZ	CS	50/2.3OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	20	$ 17.58	$ 18.44	4.89%	**MFG INCREASE**	7/1/2021
800511	CELERY STICKS PK 50/3OZ	CS	50/3OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	205	$ 20.47	$ 21.40	4.54%	**MFG INCREASE**	7/1/2021
822446	CELERY STOCKS 2CT	PK	1/2CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	403	$ 2.08	$ 2.16	3.85%	**MFG INCREASE**	7/1/2021
820086	CELERY STOCKS BULK 30CT	CS	30CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	3	$ 20.18	$ 21.17	4.91%	**MFG INCREASE**	7/1/2021
822443	CILANTRO 3CT BUNCH	PK	1/3 CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	263	$ 2.39	$ 2.49	4.18%	**MFG INCREASE**	7/1/2021
820092	CUCUMBERS SUPER SELECT	CS	36CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	4	$ 20.29	$ 20.29	0.00%	**NO CHANGE**	7/1/2021
822392	CUCUMBERS SUPER SELECT 6EA	PK	6EA	RFP #592 PRODUCE	7/1/2020	6/30/2021	9	$ 6.17	$ 6.46	4.70%	**MFG INCREASE**	7/1/2021
822562	EOMAINE 3 WAY W DRESSING	CS	50/3.02OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 23.76	$ 23.76	0.00%	**NO CHANGE**	7/1/2021
820726	FFVP CUCUMBERS 26# US CA AZ MX	CS	36CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	188	$ 18.19	$ 19.08	4.89%	**MFG INCREASE**	7/1/2021
820549	GARLIC WHOLE BULB	EA	1EA	RFP #592 PRODUCE	7/1/2020	6/30/2021	45	$ 0.72	$ 0.74	2.78%	**MFG INCREASE**	7/1/2021
822214	GRAPE CELLO IW 100/2.75 OZ	CS	100/2.75OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 40.30	$ 42.30	4.96%	**MFG INCREASE**	7/1/2021

100594 OXNARD UNION HIGH SCHOOL DISTRICT									MFG INCREASES- NO CPI INCREASE			
Item No.	Description	UOM	Pack Size	Customer Bid No.	Starting Date	Ending Date	Current Usage	20-21 Selling Price	21-22 Selling Price	Percentage Change	Comments	Start Date
820031	GRAPES GREEN SEEDLESS 18-20LB	CS	20LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	4	$ 27.50	$ 28.86	4.95%	**MFG INCREASE**	7/1/2021
820033	GRAPES RED CLUSTERS 150CT	CS	150CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 26.53	$ 27.82	4.86%	**MFG INCREASE**	7/1/2021
820029	GRAPES RED SEEDLESS 18-20LB	CS	20LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	5	$ 27.50	$ 28.86	4.95%	**MFG INCREASE**	7/1/2021
820040	HONEYDEW 5-6CT	CS	5-6CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	2	$ 17.79	$ 18.63	4.72%	**MFG INCREASE**	7/1/2021
820201	HONEYDEW CHUNKS 4/2.5#	CS	4/2.5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 30.44	$ 31.94	4.93%	**MFG INCREASE**	7/1/2021
820095	JICAMA EA	EA	1EA	RFP #592 PRODUCE	7/1/2020	6/30/2021	459	$ 1.71	$ 1.78	4.09%	**MFG INCREASE**	7/1/2021
822464	JICAMA STICKS 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	302	$ 8.91	$ 9.34	4.83%	**MFG INCREASE**	7/1/2021
800516	JICAMA STICKS 50/3OZ	CS	50/3OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 25.53	$ 26.72	4.66%	**MFG INCREASE**	7/1/2021
800250	JICAMA WHOLE	CS	20LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 14.88	$ 15.60	4.84%	**MFG INCREASE**	7/1/2021
820096	KALE 24CT	CS	24CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	4	$ 17.00	$ 17.82	4.82%	**MFG INCREASE**	7/1/2021
821192	KALE SHREDDED 5LB	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 12.36	$ 12.36	0.00%	**NO CHANGE**	7/1/2021
820034	KIWI 108CT VF	CS	108CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 26.95	$ 28.23	4.75%	**MFG INCREASE**	7/1/2021
821002	LEMON JUICE FRESH	QT	1 QT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 7.18	$ 7.52	4.74%	**MFG INCREASE**	7/1/2021
822412	LEMONS 5LB	PK	1/5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	21	$ 5.51	$ 5.77	4.72%	**MFG INCREASE**	7/1/2021
820101	LETTUCE ICEBERG 24CT	CS	24CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 23.61	$ 24.77	4.91%	**MFG INCREASE**	7/1/2021
820171	LETTUCE SHREDDED 4/5#	CS	4/5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 14.88	$ 15.60	4.84%	**MFG INCREASE**	7/1/2021
822413	LIMES 5LB	PK	1/5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	58	$ 9.74	$ 10.21	4.83%	**MFG INCREASE**	7/1/2021
820812	MANGO 10CT CS	CS	10CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 11.49	$ 12.04	4.79%	**MFG INCREASE**	7/1/2021
822445	MINT 3CT BUNCH	PK	1/3 CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	5	$ 4.69	$ 4.69	0.00%	**NO CHANGE**	7/1/2021
820552	NECTARINE 70-84SZ VF 100CT AVG	CS	25LB/100CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	40	$ 25.08	$ 25.08	0.00%	**NO CHANGE**	7/1/2021
820110	ONIONS GREEN 2BN/PKG	PK	2 BNCH	RFP #592 PRODUCE	7/1/2020	6/30/2021	37	$ 1.67	$ 1.73	3.59%	**MFG INCREASE**	7/1/2021
820112	ONIONS RED LB	LB	1LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	181	$ 0.89	$ 0.91	2.25%	**MFG INCREASE**	7/1/2021
820115	ONIONS YELLOW JUMBO LB	LB	1LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	329	$ 0.68	$ 0.69	1.47%	**MFG INCREASE**	7/1/2021
820116	ONIONS YELLOW JUMBO SK	SK	50LB/75EA	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 16.61	$ 17.42	4.88%	**MFG INCREASE**	7/1/2021
820045	ORANGES 113CT	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	55	$ 19.42	$ 19.81	2.01%	**MFG INCREASE**	7/1/2021
820047	ORANGES 138CT	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	140	$ 18.37	$ 19.27	4.90%	**MFG INCREASE**	7/1/2021
822431	PARSLEY 3CT BUNCH	PK	1/3 CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 1.74	$ 1.81	4.02%	**MFG INCREASE**	7/1/2021
820051	PEACH 70-80SZ 28# VF 100CT AVG	CS	28LB/100CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	19	$ 25.08	$ 25.08	0.00%	**NO CHANGE**	7/1/2021
820243	PEARS GREEN OR RED 135-150CT	CS	40LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 30.00	$ 30.00	0.00%	**NO CHANGE**	7/1/2021
820089	PEPPERS CHILI JALAPENO LB	LB	1LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	299	$ 2.36	$ 2.46	4.24%	**MFG INCREASE**	7/1/2021
822437	PEPPERS GREEN BELL 3# PK	LB	1/3#	RFP #592 PRODUCE	7/1/2020	6/30/2021	42	$ 3.81	$ 3.98	4.46%	**MFG INCREASE**	7/1/2021
822438	PEPPERS RED BELL 3# PK	LB	1/3#	RFP #592 PRODUCE	7/1/2020	6/30/2021	86	$ 5.82	$ 6.09	4.64%	**MFG INCREASE**	7/1/2021
822439	PEPPERS YELLOW BELL 3# PK	LB	1/3#	RFP #592 PRODUCE	7/1/2020	6/30/2021	67	$ 5.82	$ 6.09	4.64%	**MFG INCREASE**	7/1/2021
821066	PERSIMMON FUYU VF48/50SZ 100CT	CS	1/25LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	11	$ 24.14	$ 25.22	4.47%	**MFG INCREASE**	7/1/2021
800522	PLUM RD/BK/PR 45-50VF 130AVG	CS	28LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	70	$ 29.28	$ 29.79	1.74%	**MFG INCREASE**	7/1/2021
820892	POMEGRANATE 21 CT	CS	1/21CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 30.96	$ 32.49	4.94%	**MFG INCREASE**	7/1/2021
822239	RADISH RED BUNCH W/TOPS 48CT	CS	48CT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 14.69	$ 15.40	4.83%	**MFG INCREASE**	7/1/2021
822037	RASPBRRIES 12/6OZ	CS	12/6OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 28.55	$ 29.95	4.90%	**MFG INCREASE**	7/1/2021
822561	ROMAINE 3 WAY CHPD W CROUTON	CS	50/2.8OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 33.85	$ 33.85	0.00%	**NO CHANGE**	7/1/2021
822557	ROMAINE 3 WAY CROUTON DRESSING	CS	50/3.22OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 41.21	$ 41.21	0.00%	**NO CHANGE**	7/1/2021
822558	ROMAINE 3 WAY W GRAPE TOMATO	CS	50/3.9OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 30.35	$ 30.35	0.00%	**NO CHANGE**	7/1/2021
820173	ROMAINE CHOPPED 2LB	BG	2LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	40	$ 5.77	$ 3.50	-39.34%	**MFG DECREASE**	7/1/2021
800919	ROMAINE CHOPPED 4/5#	CS	4/5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	70	$ 31.50	$ 31.50	0.00%	**NO CHANGE**	7/1/2021
800184	ROMAINE CHOPPED 5LB	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	10	$ 10.89	$ 7.47	-31.40%	**MFG DECREASE**	7/1/2021
822564	ROMAINE CHOPPED W CROUTONS	CS	50/2.2OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 30.06	$ 30.06	0.00%	**NO CHANGE**	7/1/2021
822565	ROMAINE CHOPPED W DRESSING	CS	50/2.42OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 20.81	$ 20.81	0.00%	**NO CHANGE**	7/1/2021
822559	ROMAINE CHOPPED W GRAPE TOMATO	CS	50/3.9OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 27.36	$ 27.36	0.00%	**NO CHANGE**	7/1/2021

100594 OXNARD UNION HIGH SCHOOL DISTRICT									MFG INCREASES- NO CPI INCREASE			
Item No.	Description	UOM	Pack Size	Customer Bid No.	Starting Date	Ending Date	Current Usage	20-21 Selling Price	21-22 Selling Price	Percentage Change	Comments	Start Date
822560	ROMAINE SALAD 3 WAY	CS	50/2.6OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 17.85	$ 17.85	0.00%	**NO CHANGE**	7/1/2021
822563	ROMAINE SALAD CHOPPED	CS	50/2OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 14.86	$ 14.86	0.00%	**NO CHANGE**	7/1/2021
821113	ROMAINE SHREDDED 2# BG	BG	1/2LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 5.78	$ 3.50	-39.45%	**MFG DECREASE**	7/1/2021
820610	ROMAINE SHREDDED 4/5#	CS	4/5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	14	$ 34.39	$ 34.39	0.00%	**NO CHANGE**	7/1/2021
820333	ROMAINE SHREDDED 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	11	$ 10.89	$ 8.84	-18.82%	**MFG DECREASE**	7/1/2021
822566	ROMAINE W CROUTONS & DRESSING	CS	50/2.62OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 37.93	$ 37.93	0.00%	**NO CHANGE**	7/1/2021
820181	SALAD 3-WAY MIX 4/5#	CS	4/5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	130	$ 15.67	$ 16.43	4.85%	**MFG INCREASE**	7/1/2021
820182	SALAD 3-WAY MIX 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 6.54	$ 4.36	-33.33%	**MFG DECREASE**	7/1/2021
820183	SALAD 4-WAY MIX 5#	BG	5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 3.83	$ 4.08	6.53%	**MFG INCREASE**	7/1/2021
822567	SALAD ASIAN KIT	CS	4/48OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 26.40	$ 26.40	0.00%	**NO CHANGE**	7/1/2021
822568	SALAD CAESAR KIT	CS	4/42OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 26.40	$ 26.40	0.00%	**NO CHANGE**	7/1/2021
822570	SALAD HOUSE KIT	CS	4/42.65OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 26.40	$ 26.40	0.00%	**NO CHANGE**	7/1/2021
822569	SALAD KALE KIT	CS	4/40OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 26.40	$ 26.40	0.00%	**NO CHANGE**	7/1/2021
820185	SPINACH CLEANED 2.5#	PK	2.5LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	2	$ 4.41	$ 4.61	4.54%	**MFG INCREASE**	7/1/2021
820057	STRAWBERRY CLAM 8x1#	CS	12/1PT	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 12.59	$ 13.20	4.85%	**MFG INCREASE**	7/1/2021
821098	TANG MANDR CLEM SAT 20SZ 100CT	CS	25LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	2	$ 24.98	$ 26.21	4.92%	**MFG INCREASE**	7/1/2021
820223	TANGRN CLEM MUR TANG 24SZ 120C	CS	25LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	1	$ 24.98	$ 26.21	4.92%	**MFG INCREASE**	7/1/2021
820140	TOMATOES CHERRY	CS	12 BASKETS	RFP #592 PRODUCE	7/1/2020	6/30/2021	38	$ 23.44	$ 24.59	4.91%	**MFG INCREASE**	7/1/2021
820351	TOMATOES GRAPE 50/2OZ	CS	50/2OZ	RFP #592 PRODUCE	7/1/2020	6/30/2021	49	$ 17.19	$ 18.03	4.89%	**MFG INCREASE**	7/1/2021
820138	TOMATOES GRAPE DROP	CS	12/1PT	RFP #592 PRODUCE	7/1/2020	6/30/2021	41	$ 21.34	$ 22.39	4.92%	**MFG INCREASE**	7/1/2021
820298	TOMATOES ROMA	CS	25LB	RFP #592 PRODUCE	7/1/2020	6/30/2021	48	$ 20.47	$ 21.40	4.54%	**MFG INCREASE**	7/1/2021
820775	WATERMELON SEEDLESS EA	EA	1EA	RFP #592 PRODUCE	7/1/2020	6/30/2021	475	$ 8.66	$ 8.96	3.46%	**MFG INCREASE**	7/1/2021

GOLD STAR FOODS

April 1, 2021

Alyssa Ribaya, Director Nutrition Services
Oxnard Union High School District
309 South K Street
Oxnard, CA 93030

Re: Extension Offer for RFP 592 Produce Products

Gold Star Foods, Inc. is awarded the contract to Oxnard Union High SD in accordance with your bid mentioned above. The term of that original contract is July 1, 2019 through June 30, 2020. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods respectfully requests a one-year extension effective July 1, 2021 with the following representation:

1. Manufacturer price changes: Supporting documentation will be provided upon receiving final 2021-22 pricing from each manufacturer.
2. CPI Increase: None

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you

John Cho
V.P. of Merchandising and Contracts

Acceptance:

Signature

Title Superintendent

Date 4/22/21

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

GENERAL CONDITIONS

1. Responsibility for Supplies and Materials

The Contractor shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point and prior to acceptance by the District or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment.

2. Specification Variance

All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of the District. The District reserves the right to reject, at the risk and expense of the Contractor, any item(s) which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

3. Assignment

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

4. Default

If the Contractor refuses or fails to perform all or any part of its obligations under the contract or the Proposal documents, including failure to perform its obligations in a timely manner; products received are of an inferior quality and not the same as specified or shown at the sampling; or if the Contractor fails or neglects to furnish or deliver any equipment, products, materials or services at the quoted prices, or at the times and places stated; or otherwise fails to comply with the terms of this contract in its entirety; the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be of the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. Indemnification and Hold Harmless

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

(a) Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and

(b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

(c) Contractor shall defend, indemnify, protect, and hold harmless Oxnard Union High School District and its agents, officers and employees 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 requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

6. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions to Proposers, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all items and equipment to be supplied or services to be performed under the Proposal and contract shall conform to all applicable requirements of local, state and federal law.

7. Anti-Discrimination

The Governing Board of the Oxnard Union High School District has adopted an Equal Employment Opportunity Policy for equal employment opportunities for all school district purchasing contracts. The Contractor shall familiarize himself with these requirements and is to consider them as a binding part of the contract.

8. Piggyback Clause/Other Districts

For the term of the contract and any mutually agreed extensions pursuant to this Request for Proposals, at the option of the distributor, other school districts and community college districts, any public corporation or agency including any county, city, town or public corporation or agency within but not limited to the California Counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

9. Governing Law and Venue

In the event of litigation, the Proposal documents, specifications 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 Ventura County.

10. Comprehensive General Liability Insurance

Successful Proposer shall maintain during the life of this contract a Comprehensive Liability Insurance policy with an insurance carrier with no less than an A-7 rating, unless agreed to by the District. The insurance will serve to protect the successful Proposer and the District from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Proposer will be required to furnish certificates of insurance with endorsement of the policy naming the District as an additionally insured party prior to start of contract.

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3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761

1. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than $2,000,000 per occurrence and $4,000,000 aggregate.

2. Automobile liability insurance is required for any vehicle on District sites. Limits of automotive liability shall be no less than $1,000,000 per occurrence.

3. Insurance certificate must name Oxnard Union High School District as additional insured.

4. An endorsement must be issued by the successful Proposer's insurance carrier amending the Proposer's policy and naming the Oxnard Union High School District as an additionally insured party. The endorsement must be on ISO Form CG 20 1185 or equivalent.

11. Product Quality Control

The District reserves the right to discontinue service of all or any portion of any contract resulting from this Proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

12. Packaging

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Partial cases of produce are to be packed in appropriate containers to arrive in a firm, unblemished state.

All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free, and food grade plastic bags. All prepared items are required to carry legible, open code dating on each bag, to indicate expiration date of item.

Produce shall be delivered free of excess quantities of dirt on the produce or the packaging materials. Any cleaning that has been performed prior to delivery should be communicated so that cafeteria staff know whether additional food safety steps are required.

Cut produce must be sulfite free as indicated in the product specifications sheet.

13. Price Adjustments

Any price increase must only be as a result of severe industry/market conditions and must be justified and proven by submission of documentation. The Contractor may request an annual price adjustment. The request must be submitted in writing, to the District Purchasing Department **at least 45 days** in advance of the contract anniversary date of July 1. The decision of the District as to the validity and amount of increase shall be final.

Any decrease in prices of the items listed herein should result in a corresponding decrease in prices to the District for the balance of the contract period, or for as long as the lower prices are in effect.

GOLD STAR FOODS
3781 East Airport Drive
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14. Contract Term and Extension

The contract term shall be from July 1, 2019 through June 30, 2020. The contract awarded from this RFP may be extended for up to and no more than two (2) additional years upon mutual agreement by the District and the vendor.

15. Additional Items / Deletions

The District reserves the unconditional right to add other items to the contract. Prices for additional items will be negotiated. The District reserves the right to delete any item with thirty (30) days written notice.

16. Purchases Out of Contract

The District reserves the right to purchase similar items from other sources.

17. Non-transferable Responsibilities

No assumption or takeover of any of Contractor's duties, responsibilities , or obligations or performance of same by any entity other than Contractor whether through assignment, subcontract , delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval.

If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which District may pursue any lawful remedy.

18. Delivery Instructions (see additional delivery instructions for USDA Pilot Program)

The time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery may be a factor in awarding the contract.

All items shall be securely and properly packed and clearly marked as to contents. **All shipments must be accompanied by a packing slip and the District purchase order number shall appear on the packing slips.**

Contractor shall maintain product temperatures in accordance with state and local requirements at all times up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by the District.

For produce, the district is requesting that all deliveries be made as close as possible to the time of harvest, preferably within 48 hours of leaving the farm.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and times is included in the District Fact Sheet.

The Contractor shall make deliveries to each school site during open kitchen hours. Specifically, the district requires all school site deliveries must be made during the hours of 6:00am – 1:30pm. If deliveries are made during meal service, we ask the driver to wait until meal service is completed and the manager or designee confirms the delivery against the order. Deliveries to school kitchens must be made within the hours specified on the District Fact Sheet, unless arranged otherwise.

The Contractor's delivery driver shall check in with the Cafeteria Manager, or designated representative upon arrival at the kitchen site prior to unloading product into the kitchen. District staff members shall not be

required to enter Contractor's vehicles to verify any issues related to the delivery. Complete invoices must be provided at the time of delivery. Invoices must be reviewed and signed by the cafeteria manager or designee.

19. Invoicing and Billing Period

Unless otherwise specified, Contractor shall provide **two copies for the manager** for all materials delivered under the contract, to the address and department as stated on the District Fact Sheet. Invoices shall be submitted immediately upon delivery of items to the district.

All invoices shall include the following information:
1. District purchase order number
2. Contractor's name, address, and telephone number
3. Contractor's invoice number and date
4. Designated line for District signature
5. Delivery address and School Name
6. Date of delivery
7. Product description for each item ordered
8. Name and Location of Farm providing the produce item(s)
9. Product quantity for each item ordered
10 Unit and extended price for each item ordered
11. Any taxes or fees listed separately.
12. Total price of order/invoice
13. Produce deliveries must indicate the farm providing the product on the invoice

20. Delivery and Invoicing Process for USDA Pilot Program Produce

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables beginning School Year 2019-2020. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot projects' AMS Eligible Vendor List. Within the USDA Pilot Project, all products supplied to Oxnard Union High School District must be of USA Origin.

Once established as an approved vendor the eligible products available to Oxnard Union High School District will be listed on the approved vendor's online catalog. Approved vendors agree to accept orders from the online catalog and/or phone/email.

Approved vendor will issue a separate invoice to the AMS for unprocessed fruits and vegetables sold under the pilot project. Vendor will submit invoices and any other necessary reports directly to the USDA by email to FVPilotProject@ams.usda.gov.

Approved vendor understands that the AMS will pay the vendor within 10 calendar days of receiving the invoice.

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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 10, 2021

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH HOLLANDIA DAIRY INC. VIA THE NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM OF SAN DIEGO COUNTY

BACKGROUND INFORMATION:
The District is currently part of the North County Educational Purchasing Consortium (NCEPC) which allows districts to purchase products at a more cost effective price. NCEPC conducted Bid No. CNS1920-1000 for Milk and Dairy Products, and awarded the bid to Hollandia Dairy Inc.

The NCEPC renewed the agreement with Hollandia Dairy Inc. for school year 2021-22 of which the District is a part of. Contract information can be found at: http://www.ncepc.org/CurrentContracts.html

RECOMMENDATION:
Approve the renewal agreement with Hollandia Dairy Inc. via the North County Educational Purchasing Consortium (NCEPC) Bid No. CNS1920-1000 (Renewal 2 of 2 SY 2021-22) to provide milk and dairy products during school year 2021-22.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety 2.1 Maintain basic operating services of the district.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

Based on purchases
(Amount)

Child Nutrition
(Name of funding source and/or location)

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

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of June, 2021 by and between the North County Educational Purchasing Consortium (NCEPC), San Diego County, California, hereinafter called the Consortium, and Hollandia Dairy, hereinafter called the Vendor.

WITNESSETH. That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The original bid documents including Letter to Bidders, the Notice to Bidders, the Bid Instructions and Conditions, the Accepted Bid, the Contract Terms and Conditions, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the NCEPC and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all of the documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. Member districts shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Vendor that all items or service will be promptly delivered to the ordering district

   (List of Items awarded included in renewal price list)

3. PAYMENTS. Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering district, the ordering district agrees to pay to the Vendor, and the Vendor agrees to accept in full payment therefore, the sums set opposite each item.

4. TERMINATION FOR DEFAULT: If Vendor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places stated, the NCEPC may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

5. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the NCEPC.

6. NCEPC'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The NCEPC may authorize a member or associate member district to withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the NCEPC may apply such withheld amount or amounts to the payment of such claims, in its discretion.

7. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the NCEPC at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

   The estimated cost of a proposed change shall be established in one or more of the following methods:

   a) By an acceptable lump sum proposal from the Vendor.
   b) By unit prices agreed upon by the Consortium and the Vendor.

   No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the NCEPC and written consent thereto obtained.

8. TIME OF COMPLETION: The Vendor shall begin performance of the Contract promptly upon due execution and delivery to the NCEPC of the Contract. The Vendor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

9. DEFENSE AND INDEMNITY: (a) Neither the NCEPC nor any ordering District shall be liable for, and Vendor shall defend and indemnify NCEPC and ordering Districts and its officers, agents, employees and volunteers (collectively "NCEPC Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission, negligence, or willful misconduct of Vendor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of NCEPC Parties. Vendor shall have no obligation, however, to defend or indemnify NCEPC Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of NCEPC Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Vendor."

10. THE ORDERING DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any item shall be found defective at any time before final

acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

12. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, pandemic, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

13. ASSIGNMENT OF CONTRACT: The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the NCEPC.

14. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE NCEPC: While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent contractor, and is not an officer, employee or agent of the Consortium or its member districts.

15. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: Vendor agrees to carry a commercial general, property damage, and automobile liability insurance policy with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury. In addition, Vendor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the NCEPC and Ordering District shall be excess and noncontributory." No later than ten (10) working days after the execution of this Contract, Vendor shall provide NCEPC Parties with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Vendor agrees to name NCEPC Parties and their officers, agents and employees as additional insureds under said policy. The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

16. CONDITIONAL BID: The NCEPC reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

17. COMPLIANCE WITH APPLICABLE LAWS: Vendor agrees to comply with all federal, state and

locals laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor, Vendor's business, equipment and personnel engaged in operations covered by this Contract, or occurring out of the performance of such operations.

18. SEVERABILITY: If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

19. SUCCESSORS: All terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

20. 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 the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

21. AUDIT AND INSPECTION OF RECORDS: At any time during normal business hours and as often as NCEPC may deem necessary, Vendor shall make available to Consortium for examination at Consortium's primary administration offices, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Vendor will permit NCEPC to audit, and to make audits of all invoices and other data related to all matters covered by this Contract.

WARRANT OF AUTHORITY: Each of the parties signing this Contract warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the NCEPC, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Vendor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM in San Diego County, California

By _____
Bid Administrator

By Pathl Schulz
Hollandia Dairy Authorized Representative

622 E. Mission Rd
Address

San Marcos CA 92069
City/State/Zip

Approved by the Governing Board on: June 2, 2021

Carlsbad
Unified School District

6225 El Camino Real
Carlsbad, CA 92009
Phone: (760) 331-5000
www.carlsbadusd.k12.ca.us

Contract Renewal Agreement

Contract # NCEPC CNS 1920-1000, Milk and Dairy Products Regions 2 and 3

Hollandia Dairy, Inc.
Attn: Patrick Schallberger, Chief Executive Officer
622 E. Mission Rd
San Marcos, CA 92069

Dear Mr. Schallberger,

Pending approval by the NCEPC Board, the North County Educational Purchasing Consortium (NCPEC) intends to renew the above named contract for the upcoming school year, 2021-2022. Prior to submitting to the NCEPC Board, we kindly request that you certify and/or provide the following no later than May 12, 2021:

Provide via email

- Renewal pricing for school year 2021-2022

Certify by initialing each bullet and signing below

1. My company/organization continues to comply with Labor Code Section 3700, as indicated in our original contract, and maintains liability insurance for worker's compensation. DS (initials)

2. My company/organization continues to comply with Government Code sections 8350 et seq and adheres to the requirements of the Drug-Free Workplace Act of 1990. PS (initials)

3. My pricing has been independently determined and free from collusion, conspiracy, conniving, or agreement with any other vendor, as indicated in our original proposal. (Public Contract Code section 7106) PS (initials)

4. My company/organization continues to comply with Education Code Section 45125.1 regarding contact with pupils. If any staff members have changed from our original agreement, I will provide names in writing below:

_____ _____

_____ _____

PS (initials)

5. My company/organization continues to comply with the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) Equal Opportunity Employment. PS (initials)

6. My company/organization has nothing to disclose since our original contract per Executive Order 12549 Debarment, Suspension, and Other Responsibility Matters PS (initials)

7. My company/organization has nothing to disclose since our original contract in terms of Lobbying Activities pursuant to 31 USC 1352. If any activities have changed, I will submit Form SF-LLL to the District. PS (initials)

Patrick Schallberger

Signature of Authorized Representative

May 5,2021

Date

Patrick Schallberger

Printed Name of Authorized Representative

CEO

Title

Hollandia Dairy Inc.

Company/Organization Name

760-744-3222

Phone number

A	B	C	D	E	F	G
Item #	Description	Unit/Pack	Brand & Product Size	Unit Price 2020-2021	Unit Price 2021-2022	Percent Change in Price
1	Aerosol	12/6.5 OZ CS	Dairy Star	$ 25.20	$ 25.20	0%
2	Aerosol	6.5 OZ EA	Dairy Star	$ 2.10	$ 2.10	0%
3	Aerosol	15 OZ/ 12 CS	Dairy Star	$ 35.00	$ 35.00	0%
4	Butter Cup, Whipped	8#	Darigold	$ 46.45	$ 45.10	-3%
5	Butter Cuts	13#	Continental	$ 41.10	$ 38.90	-5%
6	Butter, Quarters	1#	Darigold	$ 3.43	$ 3.26	-5%
7	Butter, Solid, Unsalted	LB	Darigold	$ 89.42	$ 84.36	-6%
8	Butter, Print	LB	Darigold	$ 89.42	$ 84.36	-6%
9	Buttermilk	1/2 GAL	Farmdale	$ 2.25	$ 2.25	0%
10	Cheese, Cheddar Shredded	LB	Cheswick/Pacific / 5#bag	$ 3.05	$ 3.05	0%
11	Cheese, Cottage, Lowfat	LB	Hollandia	$ 9.00	$ 9.00	0%
12	Cheese, Cream	3#	Alouette	$ 9.00	$ 9.00	0%
13	Cheese, Cream, Lowfat	3#	Alouette	$ 9.00	$ 9.00	0%
14	Cheese, Cream	100 / 1 OZ	Bagel Shop	$ 19.25	$ 19.25	0%
15	Cheese, Cream Cheese Lite	100 / 1 OZ	Smithfield	$ 19.25	$ 19.25	0%
16	Cheese, Feta	4#	Kraft	$ 16.25	$ 16.25	0%
17	Cheese, Jack, Shredded	5#	Greenberg	$ 16.50	$ 15.54	-6%
18	Cheese, Mozzarella, CH Shredded	5#	Greenberg	$ 16.50	$ 15.54	-6%
19	Cheese, Ricotta	5#	Saputo	$ 10.25	$ 10.25	0%
20	Cheese, Parmesan, Shredded	5# Bag	Greenberg	$ 18.50	$ 18.50	0%
21	Cheese, Pepper Jack Sliced	LB	Greenberg	$ 3.95	$ 3.76	-5%
22	Cheese, Sliced (American, Provolone, Jack, Cheddar)	5 LB	Chateaux	$ 17.32	$ 17.32	0%
23	Cheese, String Part Skim	96 / 1 OZ	Saputo	$ 23.25	$ 23.25	0%
24	Creamer	3/8 OZ/400 CS	H.D. Coffee	$ 9.75	$ 9.75	0%
25	Creamer, French Vanilla	1/2 OZ/ 288 CS	International Delight	$ 23.25	$ 23.25	0%
26	Eggs, Large, Loose, Dozen	Dozen / 15/ CS	Fluegge	$ 2.75	$ 2.75	0%
27	Half & Half	QT	Hollandia	$ 2.27	$ 2.23	-2%
28	Ice Cream, Birthday Cake Cone	2 DZ	Rich's/North Star	$ 10.00	$ 10.00	0%
29	Ice Cream, Chocolate Shortcake Bar SB12	2 DZ	Rich's/North Star	$ 8.50	$ 8.50	0%
30	Ice Cream, Cotton Candy SB12	2 DZ	Rich's/North Star	$ 7.00	$ 7.00	0%
31	Ice Cream, Crumbled Cookie Cone	2 DZ	Rich's/North Star	$ 10.00	$ 10.00	0%
32	Ice Cream, Cup, Vanilla, 3 oz.	2 DZ	Rich's/North Star	$ 10.00		-100%
33	Ice Cream, LF Fudge Frenzy	2 DZ	Rich's/North Star	$ 7.00	$ 7.00	0%
34	Ice Cream, LF Mini Cone	2 DZ	Rich's/North Star	$ 10.00	$ 10.00	0%
35	Ice Cream, LF Vanilla Sandwich SB12	2 DZ	Rich's/North Star	$ 8.50	$ 8.50	0%
36	Ice Cream, Orange Cream Bar	2 DZ	Rich's/North Star	$ 7.00	$ 7.00	0%
37	Ice Cream, Rainbow Polar Pole	2 DZ	Rich's/North Star	$ 10.00	$ 10.00	0%
38	Ice Cream, Sour Cycone, Blue Raspberry	2 DZ	Rich's/North Star	$ 10.00	$ 10.00	0%
39	Ice Cream, Sour Swell Cherry SB12	2 DZ	Rich's/North Star	$ 7.00	$ 7.00	0%
40	Ice Cream, Strawberry Shortcake SB12	2 DZ	Rich's/North Star	$ 8.50	$ 8.50	0%
41	Ice Cream, Chocolate ESL IC Mix	1/2 GAL	Heritage	$ 4.25	$ 4.25	0%
42	Ice Cream, Chocolate HR	3 GAL	Highland Roberts	$ 17.00	$ 17.00	0%
43	Ice Cream, Strawberry HR	3 GAL	Highland Roberts	$ 17.00	$ 17.00	0%
44	Ice Cream, Vanilla ESL IC Mix	1/2 GAL	Heritage	$ 4.25	$ 4.25	0%
45	Ice Cream, Vanilla HR	3 GAL	Highland Roberts	$ 17.00	$ 17.00	0%
46	Ice Cream, Super Pop, Pineapple Cherry	DZ	Rich's/North Star	$ 7.00	$ 7.00	0%

A	B	C	D	E	F	G	
Item #	Description	Unit/Pack	Brand & Product Size	Unit Price 2020-2021	Unit Price 2021-2022	Percent Change in Price	
47	Juice Bar, All Flavors 100%	48 CT	Nutri-Freeze	$ 16.75	$ 16.75	0%	
48	Juice Bar, Wholefruit, Wild Cherry, All Flavors	72/3 OZ	J & J Snack Foods	$ 27.00	$ 27.00	0%	
49	Juice Cups, Orange Pineapple, Watermelon	2 DZ	J & J Snack Foods	$ 37.25	$ 37.25	0%	
50	Juice, Apple 100%, Pasteurized	6 OZ	Hollandia	$ 0.20	$ 0.20	0%	
51	Juice, Apple 100%, Pasteurized	4 OZ	Hollandia	$ 0.17	$ 0.17	0%	
52	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	8 OZ	Hollandia	$ 0.25	$ 0.25	0%	
53	Juice, Apple, Appleberry, Wildberry 100% Pasteurized	4 OZ	Hollandia	$ 0.17	$ 0.17	0%	
54	Juice, Grape 100%	4 OZ	Hollandia	$ 0.19	$ 0.19	0%	
55	Juice, Orange 100% Pasteurized	8 OZ	Hollandia	$ 0.30	$ 0.29	-1%	
56	Juice, Orange 100% Pasteurized	4 OZ	Hollandia	$ 0.20	$ 0.20	0%	
57	Juice, Orange, Plastic	12 OZ	Hollandia	$ 0.85	$ 0.93	9%	Is now a 14 oz
58	Juice, Wild Cherry	4 OZ	Hollandia	$ 0.17	$ 0.17	0%	
59	Lactaid 1%	1/2 GAL	Hood	$ 5.00	$ 5.00	0%	
60	Margarine, 0 Trans Fat	30 #	Ventura	$ 30.75	$ 30.75	0%	
61	Milk, 1% Low Fat, Chocolate, Plastic	12 OZ	Hollandia	$ 0.65	$ 0.75	16%	
62	Milk, 1 % Low Fat White, **Pouch**	8 OZ	Hollandia	$ 0.26	N/A	#VALUE!	
63	Milk, 1% Low Fat White, Grad A	1/2 GAL	Hollandia	$ 1.93	$ 2.06	6%	
64	Milk, 1% Lowfat, White Grade A, **Carton**	8 OZ	Hollandia	$ 0.26	$ 0.27	6%	
65	Milk, 1%, Low Fat, White	Gallon	Hollandia	$ 3.97	$ 4.22	6%	
66	Milk, 2% White	4 OZ	Hollandia	$ 0.20	$ 0.20	5%	
67	Milk, Fat Free, Choc, Grade A, Carton	8 OZ	Hollandia	$ 0.26	$ 0.27	4%	
68	Milk, Fat Free, Choc, Grade A, Pouch	8 OZ	Hollandia	$ 0.26	N/A	#VALUE!	
69	Milk, Fat Free, Choc, Plastic	12 OZ	Hollandia	$ 0.65	$ 0.75	16%	Is now a 14 oz
70	Milk, Fat Free, Strawberry Carton	8 OZ	Hollandia	$ 0.28	$ 0.29	4%	
71	Milk, Fat Free, White Grad A Carton	8 OZ	Hollandia	$ 0.25	$ 0.26	4%	
72	Milk, Homo	1/2 GAL	Hollandia	$ 2.10	$ 2.28	9%	
73	Milk, Homo, Plastic	GALLON	Hollandia	$ 3.70	$ 4.06	10%	
74	Milk, Lactose Free White	1/2 PT 20/CS	Lactaid	$ 17.50	$ 17.50	0%	
75	Milk, Soy, Plain	24 / 8 OZ	Kikkoman	$ 20.25	$ 20.25	0%	
76	Sherbet, Raspberry,Orange, Lime 3 oz	2 DZ	Wonder	$ 8.50	$ 8.50	0%	
77	Sour Cream	5 LB	Farmdale	$ 8.50	$ 8.50	0%	
78	Sour Cream LF	PT	Farmdale	$ 2.65	$ 2.65	0%	
79	Whipping Cream	Half Gallon	Hollandia	$ 9.31	$ 9.31	0%	
80	Yogurt, All Flavors	4 OZ	Dannon/Trix	$ 0.35	$ 0.35	0%	
81	Yogurt, All Flavors NF	32 OZ	Schreiber	$ 3.00	$ 3.00	0%	
82	Yogurt, Frozen, Vanilla, Chocolate	1/2 GAL / 6 CS	Rainbow	$ 36.00	$ 36.00	0%	
83	Yogurt, LF All Flavors	8 OZ	Hollandia	$ 0.80	$ 0.80	0%	
84	Yogurt, Straw/Banana	4 OZ	Land O Lakes	$ 0.35	$ 0.35	0%	
85	Yogurt, Vanilla Parfait Pro	6 / 64 OZ	Yoplait	$ 36.00	$ 36.00	0%	
86	Yogurt, Vanilla, Blueberry, Peach, Straw/banana, Strawb	QT	Schreiber	$ 3.00	$ 3.00	0%	
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Hollandia Authorized Representative Signature Patrick Schallberger

Hollandia Authorized Representative Name **Patrick Schallberger**

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3	Aerosol	15 OZ/ 12 CS	Dairy Star	$ 35.00	$ 35.00	0%
4	Butter Cup, Whipped	8#	Darigold	$ 46.45	$ 45.10	-3%
5	Butter Cuts	13#	Continental	$ 41.10	$ 38.90	-5%
6	Butter, Quarters	1#	Darigold	$ 3.43	$ 3.26	-5%
7	Butter, Solid, Unsalted	LB	Darigold	$ 89.42	$ 84.36	-6%
8	Butter, Print	LB	Darigold	$ 89.42	$ 84.36	-6%
9	Buttermilk	1/2 GAL	Farmdale	$ 2.25	$ 2.25	0%
10	Cheese, Cheddar Shredded	LB	Cheswick/Pacific / 5#bag	$ 3.05	$ 3.05	0%
11	Cheese, Cottage, Lowfat	LB	Hollandia	$ 9.00	$ 9.00	0%
12	Cheese, Cream	3#	Alouette	$ 9.00	$ 9.00	0%
13	Cheese, Cream, Lowfat	3#	Alouette	$ 9.00	$ 9.00	0%
14	Cheese, Cream	100 / 1 OZ	Bagel Shop	$ 19.25	$ 19.25	0%
15	Cheese, Cream Cheese Lite	100 / 1 OZ	Smithfield	$ 19.25	$ 19.25	0%
16	Cheese, Feta	4#	Kraft	$ 16.25	$ 16.25	0%
17	Cheese, Jack, Shredded	5#	Greenberg	$ 16.50	$ 15.54	-6%
18	Cheese, Mozzarella, CH Shredded	5#	Greenberg	$ 16.50	$ 15.54	-6%
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25	Creamer, French Vanilla	1/2 OZ/ 288 CS	International Delight	$ 23.25	$ 23.25	0%
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59	Lactaid 1%	1/2 GAL	Hood	$ 5.00	$ 5.00	0%	
60	Margarine, 0 Trans Fat	30 #	Ventura	$ 30.75	$ 30.75	0%	
61	Milk, 1% Low Fat, Chocolate, Plastic	12 OZ	Hollandia	$ 0.65	$ 0.75	16%	
62	Milk, 1 % Low Fat White, **Pouch**	8 OZ	Hollandia	$ 0.26	N/A	#VALUE!	
63	Milk, 1% Low Fat White, Grad A	1/2 GAL	Hollandia	$ 1.93	$ 2.06	6%	
64	Milk, 1% Lowfat, White Grade A, **Carton**	8 OZ	Hollandia	$ 0.26	$ 0.27	6%	
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85	Yogurt, Vanilla Parfait Pro	6 / 64 OZ	Yoplait	$ 36.00	$ 36.00	0%	
86	Yogurt, Vanilla, Blueberry, Peach, Straw/banana, Strawb	QT	Schreiber	$ 3.00	$ 3.00	0%	
					Average Increase	#VALUE!	

Hollandia Authorized Representative Signature Patrick Schallberger

Hollandia Authorized Representative Name **Patrick Schallberger**